City of Santa Fe

AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
JUNE 30, 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, the ban on public gatherings in excess of those permitted in the current Public Health Order, and the evolving technology supports available, the Governing Body meeting will be conducted in a hybrid manner, with members of the public and staff attending virtually and members of the Governing Body attending in City Hall, to the extent that their physical presence is not difficult or impossible.

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.

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AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Garcia

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

Councilor Rivera

4. **INVOCATION**

Councilor Cassutt

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – May 26, 2021

   b. Regular Governing Body Minutes – June 6, 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, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Vivac Winerly, L.P. for the Following: (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)
   1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Vivac Winery, 625 Canyon Road, Santa Fe, which is within 300 Feet of the Quaker Meeting House, SF Religious Society of Friends, 630 Canyon Road, Santa Fe.
   2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Winegrower 3rd Offsite Location to be Located at Vivac Winery, 625 Canyon Road, Santa Fe.

b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from El Maria Bonita Restaurant, LLC for a Restaurant Liquor License (Beer and Wine), with On-Premise Consumption Only to be Located at El Maria Bonita, 3565 Cerrillos Road, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from 4250 Group, LLC for a Restaurant Liquor License (Beer and Wine), with On-Premise Consumption Only to be Located at Flying Tortilla, 4250 Cerrillos Road, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

d. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Markham Blankstein & Bottle, LLC, 1722 St. Michaels Dr., Suite F, for the Following: (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)
   1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Liu Liu Liu, 1722

St. Michaels Dr., Suite F, Santa Fe, which is within 300 Feet of Milagro Middle School, 1720 Llano Street, Santa Fe.

2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Restaurant Beer and Wine Liquor License, with on Premise Consumption Only, to be Located at Liu Liu Liu, 1722 St. Michaels Dr., Suite F, Santa Fe.

e. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Horno Restaurant LLC, for a Restaurant Liquor License (Beer and Wine), with On-Premise Consumption Only, to be Located at Horno Restaurant LLC, 85 & 95 W Marcy Street, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

f. Request for Approval of Volunteer Station Agreement with the Boys and Girls Club of Santa Fe, No Financial Responsibility, for the Foster Grandparent Program; Boys and Girls Club of Santa Fe. (Anya Alarid, Volunteer Program Manager: aalarid@santafenm.gov, 955-4744)

Committee Review:
Quality of Life Committee: 06/02/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

g. Request Approval of Amendment No. 1 to Service Contract 20-0233 with American Fire Protection Group, Inc.; Increasing the Existing Contract in the Amount of $63,274.06 Including NMGRT from $271,093.75 to $334,367.81 for Fire Monitoring, Inspections, Repair and Maintenance Services throughout City Facilities. (Caryn Grosse, Facilities Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:
Finance Committee: 06/21/2021
Public Works and Utilities Committee: 06/28/2021
Governing Body: 06/30/2021

h. Request for Approval of a State of New Mexico Children, Youth and Families Department (CYFD) Amendment No. 1 to CYFD Agreement No. 21-690-3200-20846, City Contract #21-20846, to Update the Scope of Work

to Reflect Updated Language, Update the Budget to Reflect Funding Information for Juvenile Justice Alternative to Detention Programs. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 505-955-6678)

Committee Review:
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

i. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Romero-Wirth, Councilor Cassutt)
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. (Julie Sanchez, Youth and Family Services Division Director: jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Introduced: 06/09/21
Quality of Life Committee: 06/16/21 (discussed)
Finance Committee: 06/21/21
Public Works and Utilities Committee: 06/28/21
Governing Body: 06/30/21

j. Request for the Approval of the Amendment No. 1 to Contract 19-0822 to Increase Amount by $17,500.00 in the Total Amount of $147,465.65 and Extend the Term from June 30, 2021 to June 30, 2022. (Porfirio Chavarria; pnchavarria@santafenm.gov; 505-955-3119)

Committee Review:
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

k. Request for Approval of RFP #21/32/P the Total Amount of $1,140,308 for Utility Bill Prints, Postage and Insert Information, for 4 years; Valli

Information Systems Inc., DBA Postal Pros Southwest; (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)
Committee Review:
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

l. Request for Approval of Sole Source Procurement for Project Management, Application Support and Technical Support for 4 years with Mountain River Consulting Inc. in the Total Amount of $1,422,000. (Nancy L Jimenez, Utility Billing Division Director: nljimenez@santafenm.gov, 505-955-4364)
Committee Review:
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

m. Request for Approval of Amendment #3 to PSA #19-0234 with Carollo Engineers, Inc. to Extend the Term for One More Year Through June 30, 2022.(William Schneider, Water Resources Manager: whschneider@santafenm.gov, 955-4203)
Committee Review:
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

n. Request for Approval of County Partnership in the San Juan Chama Return Flow Project. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309; Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)
Committee Review:
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

o. Request for the Approval of Amendment No. 3 to the PSA with Vladimir Jones in the Total Amount of $1,450,000 for Advertising Agency Services for Tourism Santa Fe for FY22. (Randy Randall, Tourism SF Director: rrandall@santafenm.gov, 505-966-6209)

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

p. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler, Councilor Cassutt, Councilor Garcia, and Councilor Villarreal)
A Resolution Supporting the Tenth Annual Neighbor to Neighbor Fund Drive. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 6/9/21
Quality of Life Committee: 06/16/21
Finance Committee: 06/21/21
Governing Body: 06/30/21

q. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Vigil Coppler, Councilor Romero-Wirth)
A Resolution Donating Property Identified as 635 Alto Street and Resources to a Developer Qualified as a "Grantee" Under the New Mexico Affordable Housing Act for Development of at Least Five (5) Low-Priced Dwelling Units. (Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 955-6346)

Committee Review:
Introduction: 06/09/21
Community Development Commission: 06/16/21
Quality of Life Committee: 06/16/21
Finance Committee: 06/21/21
Public Works and Utilities Committee: 06/28/21
Governing Body: 06/30/21

r. Request for the Approval of Fiscal Year 2022 Grant Contract in the Total Amount of $304,000 for the Foster Grandparent, Senior Companion, and Retired Senior Companion Volunteer Programs; State of New Mexico Aging and Long Term Services Department. (Anya Alarid, Volunteer Program Manager aalarid@santafenm.gov, 505-955-4744)

Committee Review:

Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

s. Request Approval of Contract with the National Fitness Council, LP. in the Amount of $195,560.94 Including NMGRT to Purchase Equipment Exclusive Keith Haring Artwork Fitness Equipment and Request Approval of BAR in the Amount of $250,000.00 from Neighborhood Parks Impact Fees to Parks Construction for the Purchase and Installation of Fitness Equipment for SWAN Park. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

Committee Review:
Finance Committee: 06/21/2021
Public Works and Utilities Committee: 06/28/2021
Governing Body: 06/30/2021

t. Request for Approval of the Allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the Attached Contracts Awarded in Response to RFP #21/25/P Totaling $1,225,000. (Alexandra Ladd, Director of Office of Affordable Housing:agladd@santafenm.gov 505-303-9868)

Committee Review:
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

u. Request Approval of 2021-2022 Community Development Block Grant (CDBG) Contracts Awarded in Response to RFP #21/24/P in the Amount of $556,067, Plus Program Administration $124,619. (Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

Committee Review:
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

v. Request for the Approval of the Agreement for Animal Confinement, Care and Disposal Between the Santa Fe Animal Shelter and Human Society,

Inc. and the City of Santa Fe in the Total Amount of $529,231.80 for the Confinement, Care, Maintenance and Disposal of Stray and Impounded Animals for a Period of Three (3) Years from the Time of Approval by Both the City of Santa Fe and the Santa Fe Animal Shelter and Humane Society, Inc. (Ben Valdez, Deputy Chief of Police: bpvaldez@santafenm.gov, 955-5040).

Committee Review:
Public Safety Committee: 06/15/21
Quality of Life Committee: 06/16/21
Finance Committee: 06/21/21
Governing Body: 06/30/21

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

Committee Review:
Public Safety Committee: 06/15/2021
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

x. Request for Approval of a Memorandum of Understanding (MOU) Munis Contract #3202749 Between the City, NMDOT, NCRTD and Santa Fe MPO Detailing the Responsibilities of Each Agency to Satisfy the Federal Transit Authorities Funding Process. (Erick Aune, MPO Officer, ejaune@santafenm.gov 505-330-8483)

Committee Review:
Finance Committee: 06/21/2021
Public Works and Public Utilities Committee: 06/28/2021
Governing Body: 06/30/21

y. Request for Approval of Amendment No. 4 to the Professional Service Agreement (PSA) with Certified Folder in the Amount of $50,000 for Distribution of the Official Santa Fe Visitor's Guide for FY22. (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review

Finance Committee: 06/21/2021
Public Works and Utilities: 06/28/2021
Governing Body: 06/30/2021

z. Request for Approval of Amendment #3 to PSA with Lou Hammond in the amount of $125,000 for Public Relations Services for Tourism Santa Fe for FY22 (Randy Randall, TOURISM SF Director, rrandall@santafenm.gov, 955-6209)

Committee Review
Finance Committee: 06/21/2021
Public Works and Utilities: 06/28/2021
Governing Body: 06/30/2021

aa. Request for Approval of Collective Bargaining Agreement Between the City of Santa Fe and Santa Fe Firefighter Association Local 2059 for July 2021 Through July 2024. (Paul Babcock, Fire Chief; prbabcock@santafenm.gov, 955-3110 and Brian Moya, Assistant Fire Chief; bjmoya@santafenm.gov, 955-3111) **Committee Review:**
Finance Committee: 06/21/2021
Public Works Committee: 06/28/2021
Governing Body: 06/30/2021

ab. Request for Approval of the Collective Bargaining Agreement Between the City of Santa Fe and the Santa Fe Police Officers Association for FY22. Contract Includes Salary Increases in the Amount of $423,039 for Sworn and Civilian Bargaining Unit Employees. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

Committee Review:
Public Safety Committee: 06/15/21
Quality of Life Committee: 06/16/21
Finance Committee: 06/21/21
Governing Body: 06/30/21

ac. Request for Approval of Amendment No. 3 to the Collective Bargaining Agreement Between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal

Employees, Council 18, AFL-CIO. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 505.955.6591)

Committee Review
Finance Committee: 06/21/2021
Public Works: 06/28/2021
Governing Body: 06/30/2021

ad. **Request to Publish Notice of Public Hearing on July 28, 2021.** Consideration of Bill No. 2021-14. An Ordinance Amending Section 23-6.2 SFCC 1987 to Remove the Six-Month Minimum Lease Duration for the Sale and Consumption of Alcohol on City Property. (Councilor Lindell and Mayor Webber) (Randy Randall, TOURISM Santa Fe Executive Director: rrandall@santafenm.gov, 955-6209; Rich Brown, Community and Economic Development Department Director: rdbrown@santafenm.gov, 955-6625 and Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 05/12/21
Quality of Life Committee: 06/16/21
Public Works and Utilities Committee: 06/28/21
Governing Body (request to publish): 06/30/21
Economic Development Advisory Committee: 07/14/21
Governing Body (public hearing): 07/28/21

ae. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $1,000,000.00 from the 2018 Bond Premiums to be Used for the Santa Fe Train Depot Exterior Rehabilitation Project. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Finance Committee: 06/21/21
Public Works and Utilities Committee: 06/28/21
Governing Body: 06/30/21

11. DISCUSSION/ACTION ITEMS

a. Request for Approval of Budget Adjustment Resolution (BAR)in the Amount of $725,000.00 from the 2018 Bond Premiums to be Used for the Genoveva

Chavez Leisure Pool, the Main Library Elevators and Tennis Court and Pickle Ball Improvements at Select City Parks. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Public Works Committee: 06/28/2021
Governing Body: 06/30/2021

b. Request for Approval of Budget Adjustment Request (BAR) to Move Funds for the Solar and Streetlighting Contracts into Budget Fund 315 (CIP Resources). (Javier Rosado, Engineering Division Director: jhrosado@santafenm.gov, 955-6631 and Caryn Grosse, Facilities Project Administrator: clgrosse@santafenm.gov, 955-5938)

Committee Review:
Public Works & Utilities – 06/28/2021
Governing Body – 06/30/2021

c. List of Housing Proposals and Recommendations to be Considered in the Months Ahead, and their Respective Proposed Assignments to City Council Standing Committees, Pursuant to Resolution 2021-23, Which Established a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848)

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, 955-6625) **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**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7) 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, Discussion Regarding City of Albuquerque et al v. Taxation and Revenue Department; and Union Protectíva de Santa Fé v. Mayor Alan Webber, in his Official Capacity, and the City of Santa Fe. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation

EVENING SESSION - 6:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

a. Veterans' Advisory Board
- Brian Wempen – Appointment – Term 05/2023
- Sylvia Gullingsrud – Appointment – Term 05/2023
- Anna Vigil – Reappointment – Term Ending 05/2023
- John Palamino – Reappointment – Term Ending 05/2023
- Colonel James Williams – Reappointment – Term Ending 05/2023
- Sigrid Hannah Mabel – Reappointment – Term Ending 05/2023

b. Community Health and Safety Task Force
- Annie Rasquin – Appointment – Term will Expire Upon Completion of Duties and Responsibilities

20. **PUBLIC HEARINGS**

a. Appeal #2021-3450-APPL of Case #2021-3185-HDRB. Appeal by Julia Burt of the Historic Districts Review Board's Decision to Impose Conditions of Approval on an Application to Install Two Gates Constructed of Oxidized Steel, Including a Pedestrian Gate and a Vehicular Gate, at 1299 Upper Canyon Road, in the Downtown and Eastside Historic District. (Sally A. Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

21. **ADJOURN**

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 Quality of Life Committee – 6/2/21 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 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 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.

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.

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

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

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

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

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

City of Santa Fe

AGENDA

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

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

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

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

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.

Governing Body
SUMMARY INDEX
June 9, 2021

ITEM	ACTION	PAGE
1. Call to Order	Convened at 4:06 p.m.	1
2. Pledge of Allegiance	Led by Councilor Abeyta	1
3. Salute to the State Flag	Led by Councilor Vigil Coppler	1
4. Invocation	Led by Councilor Villarreal	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as amended	2-3
7. Approval of Consent Calendar	Approved as amended	3
8. Approval of Minutes		
a) Regular Meeting on May 26, 2021	Postponed	3
9. Presentations		
a) COVID-19 Update	Presented	3-5
10. Consent Calendar	Listed	6-10
j) Salary Committee Public Notice	Approved	8-9
11. Discussion/Action Items		
a) Capital Outlay Grant Agreement	Approved	10-11
b) Security Contract Amendment	Approved	12
c) HVAC/Parking Security	Approved	
d) Water Source Emergency Repair	Approved	
e) Hazen PSA Amendment #2	Approved	
f) Bureau of Reclamation MOA	Approved	
g) Aecom PSA Amendment	Approved	
h) Hazen PSA for Water Planning	Approved	
i) MPO Funding Agreement	Approved	
j) Homeland Security Grant Program	Approved	
12. Midtown Overview	Presentation	12-16
13. Matters from the City Manager	Recommended closed session	16
14. Matters from the City Attorney	Recommendation	17
Executive Session	5:59 – 8:03	17-18
15. Executive Session Action Items	Approved	
16. Matters from the City Clerk	Comments	18
17. Communications from Governing Body	Communicated	18-19
Evening Session	Began at 8:37	19
18. Roll Call	Quorum Present	19
19. Petitions from the Floor	Petitions made	19-20
20. Appointments		
a) Youth Advisory Board	Appointed as presented	20
21. Public Hearings		
a) Independent Salary Commission	Approved	21-22
b) Family Transfer Amendment	Approved	22-39
c) Extreme Drought Resolution (June)	Approved	39-41
d) Extreme Drought Resolution (July)	Approved	
22. Adjournment	Adjourned at 11:09 pm	41

Minutes of the
Regular Meeting of the Governing Body
Wednesday, June 9, 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, June 9, 2021, at approximately 4:03 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 Abeyta.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Villarreal who read a passage from a Mexican writer on *The Way of the Warrior*. She recognized the City's loss of a great public servant a couple of weeks ago when Frank DiLuzio, former Fire Chief, died of occupational-related cancer after a two-year valiant fight and she gave condolences to his family.

Councilor Lindell announced that her mother went to her greater rewards last Tuesday. "Shirley Lindell was 103. She lived a life of honesty, integrity, commitment, determination, kindness, and humanity, all spiced up with an incredibly great sense of humor. She never saw her mother do anything deceitful or malicious; never saw her sacrifice her principles to power, excess or expedience. She lived by the principles she cherished: hard work, honesty, fair play, courage, loyalty, and patriotism. She was brilliant, absolutely hilarious, and a deeply loving woman. We are better off for her passing this way. Nothing ever made me happier than having Shirley Lindell as my mother. Thank you to everyone who has reached out to me in the last week and the stories that have been related to me about her – everyone of them absolutely comical. And I am deeply grateful that I was with her holding her hand when her spirit flew out of her body like a schoolboy flies out the school door, happy and joyous."

Councilor Vigil Coppler sent condolence to Signe Lindell at the loss of her mother and wished her all the best.

Also, she recalled when she worked at the City, she worked with Frank DiLuzio who rose in the ranks like all firefighters do. He was very well respected. When she left the City, he was Assistant Fire Chief. He was a remarkable fire fighter, as Councilor Villarreal said. He knew fire science very well. He went about his work quietly and knew his stuff. He developed the whole budget as Assistant Fire Chief and knew what he was doing. Even up to the last days, he was active on Facebook and had great things to say. She knew the brotherhood in the Fire Dept are grieving his loss.

She also sent condolences to the family of Tim Dodd. She worked with Tim's dad at TRD Motor Transportation Division. They worked together on getting the Transportation Field Officers certified. He had wonderful personality and a joy to work with. Tim was brother-in-law of former Senator Maez.

Mayor Webber extended his condolences to Councilor Lindell and to her family. We owe a lot to her mom because Councilor Lindell has a lot in common with the attributes she attributed to her mother including with lots of her wise sayings. It would be a best seller in a book.

Mayor Webber also extended condolences to the DiLuzio family. He left behind a legacy.

He also remembered Sandy Deitsch. She was a great art collector and very active politically. We miss her as well.

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

Members Excused
Christopher M. Rivera

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
Regina Wheeler, Public Works Department Director
Alexandra Ladd, Affordable Housing Director
Joe Abeyta, Host
Elias Isaacson, Land Use Director
Jesse Guillen, Legislative Liaison
David Chapman, Grants Administrator
Rich Brown, Economic Development Director
Geronimo Griego, Acting Fire Marshal
Andrew Padilla, Police Chief
Ben Valdez, Deputy Chief of Police
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Mayor Webber requested an amendment to put the Executive Session at the end of the agenda.

Ms. McSherry asked to move the action item along with it.

Mayor Webber agreed.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the agenda as amended with the Executive Session and the Executive Session Action Item moved to the end.**

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

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

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Councilor Vigil Coppler and Councilor Garcia requested Item 10 (d) be pulled for discussion.

MOTION: **Councilor Cassutt moved, seconded by Councilor Lindell, to approve the Consent Calendar as amended with item 10 (d) removed for discussion.**

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

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

Against: None.

Councilor Villarreal asked if the Governing Body could have voice votes.

Ms. McSherry said it would be okay for matters allowing voice vote. We don't have guidance for that. She and Ms. Bustos-Mihelcic still thought we should do roll call in hybrid meetings.

8. APPROVAL OF MINUTES

a. Regular Governing Body Minutes – May 26, 2021

MOTION: **Councilor Garcia moved, seconded by Councilor Cassutt, to postpone approval of the minutes from May 26, 2021, for addition time to review them.**

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

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

Against: None.

9. PRESENTATIONS

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

Director Ochoa was very positive about how we are doing in New Mexico, Santa Fe County and the City with 75.2% having at least one shot and 65.2% fully vaccinated. She gave a shout out to McKinley County which has 95.7% fully vaccinated. Our infection rates are falling dramatically, and all counties of the State are Turquoise. Weekly meetings are moving to smaller vaccination events and DOH is moving back to their office. There is an event at the Southside Library and one at Santa Fe Community College. Christus has a walk-in vaccination site and La Familia does on Fridays. The new mobile health unit assists with homebound residents. Upcoming Markets and DOH is working with Christus to ensure testing is happening to make them very safe.

10. CONSENT CALENDAR

a. CONSIDERATION OF RESOLUTION NO. 2021-30. (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. 2021-31. (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

This item was pulled for discussion by Councilor Vigil Coppler. Directors Wheel and Rinaldi were present.

Councilor Vigil Coppler explained she pulled this for consideration of the amendments proposed that address the item in various ways. We should not be wasting water now being wasted. She understood some repairs to the Bicentennial Pool are going on but those won't hold for long. Much has been said about this. For this season, it might be judicious to get into some of the amendments. She asked for the long-term picture if the Council wants an outdoor pool or discuss where a new one would be located and whether Bicentennial has outlived its usefulness. She believed it has and now if falling apart. She felt putting more money into it could be better used for a new one and asked how much a new outdoor pool would cost. She wanted to know what Councilor Villarreal and Councilor Garcia had proposed as amendments and Mayor Webber also proposed an amendment.

MOTION: Councilor Garcia moved, seconded by Councilor Romero-Wirth, to approve the Resolution for an Operation Plan for the Bicentennial Pool.

Discussion on the Motion:

Councilor Lindell asked Director Wheeler if there is an estimate and time frame for opening of Bicentennial Pool for the summer session.

Director Wheeler said the pool can be opened safely at this time. It does have leaks that lose a maximum of 130,000 gallons per month. Some repairs have been done that are estimated to save about 20% of the leakage, although the pool has not been filled yet.

Director Ochoa clarified that, in terms of staffing, we could open Bicentennial, but would have to close one of the other pools, either GCCC, Ft. Marcy or Salvador Perez, because of staff shortage.

Councilor Lindell asked if there would be any repairs done first.

Director Wheeler said no. The City would not make any other repairs before opening this summer.

Councilor Lindell pointed out that we are talking about 130,000 gallons per month. How much water do we put on golf courses?

Director Wheeler said the City puts about a million gallons per day on the golf courses.

Councilor Lindell said with two golf courses, that would be two million gallons per day on a daily basis and not a monthly basis.

Councilor Vigil Coppler appreciated that difference but observed that we don't put treated wastewater in the swimming pool like we use on the golf course.

Councilor Villarreal said that was discussed at length at the QOL meeting, and thought the important piece was the staffing element. Having to close another pool would be challenging for us, considering how long we have been waiting for Salvador Perez to open. Closing Genoveva Chavez would not make any sense. Also, we don't really know what we have on our hands at Bicentennial until we start digging. Although it is disappointing, we should err on the side of caution and not open Bicentennial Pool this season. With an amendment to state that pool assessment is needed, Once it was completed, Council would hear a presentation on it. She supported that action. It is a hard decision to make but something must give.

Councilor Cassutt asked what opportunities we have for children in a pool. She asked if a tot pool is open at Ft. Marcy.

Director Rinaldi said there is a tot pool at Ft. Marcy and it will be opened to handle a limited number of kids. That is what we have at this point.

Councilor Cassutt assumed it will be on reservation basis.

Director Rinaldi agreed.

Councilor Cassutt asked how many families can fit in that pool.

Director Rinaldi said probably one or two. It is not a big pool.

Councilor Cassutt supported keeping the Bicentennial Pool closed this drought year and hope that people can find other opportunities for recreation. We are coming out of a really hard year.

Councilor Romero-Wirth added her support for closing the pool. We should lead by example how we handle our water usage. If we cannot fix the leak and it requires a lot of work, it would not be possible to open it.

Councilor Vigil Coppler asked Director Rinaldi about the water slide at GCCC that goes into a wading pool. She asked if that was open or closed.

Director Rinaldi said it is the leisure pool which needs to be replastered and is not scheduled to be open until this fall.

Mayor Webber asked if the City has reached out to other pool providers to seek an agreement if the Bicentennial Pool is not available. It would be more options for more families, especially kids learning to swim.

Director Ochoa said Staff spoke to SFCC that offers lap swimming for folks. And we have begun conversations with Solano Pool and some others to see if we can create formal arrangements and publicize the opportunities for children. There are families who want their children to swim laps and others who don't want their children to swim laps.

Mayor Webber asked if there were any ways to provide information for families who want more swimming choices.

Director Rinaldi noted some of the conversation has involved lifeguards and where have they gone. We want to do more with youth in the pools and that means coordinating the time frames. That is coming along as well as instituting swim lessons. As we begin to hire more lifeguards. We are working on hosting several lesson opportunities right now and hopefully, we can get kids to apply and pick them up.

Amendment to the Motion:

MOTION: **Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the amendment by Councilor Villarreal and Councilor Garcia to the Resolution which was on page 3 of the packet on line 25, after "shell" to strike the remainder of the sentence and insert, "in lieu thereof, keep the Bicentennial Pool closed for 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 step."

Mayor Webber said the amendment he offered said "for the 2021 summer season."

Councilor Garcia said he did not anticipate the Bicentennial Pool would be open for any part of 2021.

Discussion of the Amendment:

Councilor Garcia said he proposed this because there has been no appropriate assessment where the assessor is willing to sign off on it. How much it will cost needs to be known. Councilor Vigil Coppler raised a good point to compare it with what a new pool would cost. Bicentennial is iconic. His daughter wanted to show off her new swimming ability. She learned to swim last year at a lake because this pool was not open. But now she cannot show her friends how well she can swim, and that is disappointing. But we must figure out what is going on with it.

Councilor Lindell commented that this is a tough vote. We don't have a pool for kids to splash around in this summer. It is painful to support it. Kids are supposed to be able to splash around in a pool this summer. Councilor Romero-Wirth was right that we have to set the example. Councilor Lindell was really frustrated. We needed a much earlier assessment and much earlier repair. The City can do better than this. She worked with Director Wheeler weeks ago and have been over at the pool. Her Department Staff has worked very hard on it to try and make it happen. Not to open even one outdoor pool is painful. We use far more than 130,000 gallons in irrigation at various parts of the City.

Councilor Villarreal asked Staff if opening the pool even with the leak, was to include the kiddy pool or just the lane portion.

Director Wheeler said it would be the whole pool.

Director Ochoa agreed. This conversation began in early January and then we were limited by the Governor's orders and gathering was not possible.

Mayor Webber saw the memo for this says the pool is 45 years old with no renovations since it was built. It is a longstanding problem left unattended for years and years. And now we are faced with a choice whether to keep it open with band aids or not. It is also a staffing issue. In the cover memo in the packet, our team looked at it effectively and what could be a potential 20% savings of water. But still over 100,000

gallons per month would be lost. There is a national shortage of lifeguards. They are in short supply in every community in the US. So we are making tradeoff choice which means no good answer; only one that makes sense. We are in a severe drought period and asking people to save water used. And, at the same time, an outreach for finding other pool resources for summer fun. We know that no repair would fix the problem. In the immediate evaluation, we found contractors who would not guarantee their work for what is a series of different leaks.

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

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

Against: None.

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

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

Against: None.

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

Ms. Bustos-Mihelcic read the caption for this item. She noted the BAR also was involved.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the grant agreement and the BAR as presented.

Discussion on the Motion:

Councilor Garcia was not sure people had a chance to view what happened last Monday at the Public Works Committee meeting. There was discussion about resources going to a particular entity. This is an RFP process, and he asked if the City qualified Santa Fe Suites by stating the original intention that the resources were going to be directed to Santa Fe Suites. H believed we don't have that authority, given that it is an RFP process. He wanted to make sure the Governing Body was not breaking any rules by choosing Santa Fe Suites before "the gate was opened."

Ms. McSherry understood this agreement was accepting funds from DFA. Later, there will be a procurement for construction services and that contract would to to a construction company, subject to the Procurement Code.

Councilor Garcia heard at the Public Works Committee that Santa Fe Suites would have to apply for the resources. He asked Mr. Chapman if that was correct.

Mr. Chapman agreed they would have to apply for them.

Councilor Garcia asked how the City can say the resources are going directly to Santa Fe Suites but is an RFP process.

Mr. Chapman explained the agreement with the City and the space and the procurement process following that would make sure we are doing it properly. Santa Fe Suites was brought in because they have essentially provided the background and the history for this appropriation.

Councilor Garcia asked, if another applicant who could demonstrate ability to meet the requirements were to apply, but the funds are already earmarked so there is a competitive advantage from the get go. He ask, when it comes to procurement, where the City would stand. We've already said in the RFP we want it to go to Santa Fe Suites. The money will go to great use but is not fair to everyone on what will come out in the RFP.

Ms. McSherry clarified that what might be confusion was that Santa Fe Suites will benefit but will not use the funds or receive the funds. The award will be to an applicant to accomplish the work at that private property under the exception that it is for care of the indigent. It will go through the procurement process. The benefit at Santa Fe Suites is not

the procurement issue. That is more of an anti-donation concern which has been solved. There are two different levels – one is the procurement of the services, which will go through the procurement process. The other is the benefit to Santa Fe Suites.

Director Ladd added that we got the funds which are generally not used this way. That was why we had to figure out how to dedicate the funds for this project but also follow all procurement process. That project was what was lobbied for an appropriated by the State Legislature. The procurement is for construction services there.

Councilor Garcia said Mr. Chapman said Santa Fe Suites would apply for the funds. But now he understood differently.

Director Ladd explained that the City generally uses the appropriated funds for a public facility the City owns, and this project came out of the nonprofit sector. The funds were shared with that kind of lobbying process. We were focused on this decision which is whether the City will use the funds from the State for this purpose.

Director Wheeler added that it is not unheard of for capital outlay funds to be routed this way. She gave an example with Christus who are exempt from procurement for such services. We will use proper procurement for the construction services in this funding. Certain types of organizations that give services to certain populations are exempt from the process.

Ms. McSherry clarified it is an exemption from the anti-donation clause. It is the exemption to the anti-donation clause, that allows for the appropriation.

Councilor Garcia said he just wanted to make sure we were in alignment with our procurement process. The appropriation did not identify a recipient. The disclosure tonight makes it clearer.

Councilor Vigil Coppler pointed out that the language does say to plan, design, construct, and renovate a facility. Maybe Director Ladd could clarify if the project is adding on to Santa Fe Suites.

Director Ladd clarified that the language of the appropriation was kept broad because we did not have control yet. The intent of current owners of Santa Fe Suite is that the configuration needs to be changed. There is a breakfast room and a need to configure for case management and classroom. There is also deferred maintenance with certain systems to be upgraded.

Councilor Vigil Coppler asked if there was any other organization able to be considered.

Director Ladd said they have no other supporting housing coming online. There are some that will be coming on later.

Councilor Vigil Coppler asked why Pete's Place and Interfaith could not qualify.

Director Ladd explained that Interfaith does not offer a permanent place to live. It is an emergency shelter.

Councilor Vigil Coppler did not see that language.

Mr. Chapman pointed out the language says, "long-term residency" and that precludes Pete's Place. He thought that might require a legal opinion.

Mayor Webber clarified that Interfaith is not a supportive housing facility and there are no below-market renters using that facility. He was present when the allocation was worked through at the Legislature. There was very much a program in mind to help with this specific facility. Interfaith provides an important service but it is not this service.

Councilor Vigil Coppler said this paragraph seems to quote the legislation and she didn't see what Mayor Webber said. She was led to believe this is the language from the appropriation. She was not trying to raise random issues here but wanted to make sure those who have an opportunity here in Santa Fe free of preselection of any kind.

Director Wheeler said the language in the caption is on page 1 of 14 in the agreement with DFA. She reiterated that it is not uncommon for nonprofits who are exempt from anti-donation to achieve appropriations.

Councilor Vigil Coppler knew it was important to follow the requirements of the legislation. Anyone who qualifies for this won't be rejected because their name is not Santa Fe Suites.

Councilor Abeyta said it sounds like there will not be an application process. What is being put out is the actual renovation.

Mayor Webber said the RFP is about the work, not about the location..

Director Wheeler agreed that was correct.

Ms. McSherry pointed out that it may or may not be an RFP. It could be another procurement method that is valid under our procurement code.

And the City does have some reversionary ownership in this specific property. So it is like a city building and we would decide which one to use. It is the only qualifying entity.

Councilor Romero-Wirth observed the legislative language on page 4 of 23 and 1 of 14 in the agreement with DFA. They use that language because they don't want us to have to come back. They use the "whole enchilada" as any possible work to do to that building. They cannot identify Santa Fe Suites but use every restriction that makes Santa Fe Suites the only qualifying facility.

Councilor Garcia asked Director Ladd if she said no other organization in Santa Fe would qualify.

Director Ladd replied that it is not about an organization but a facility.

Councilor Garcia asked if Casa Milagro would qualify for homeless and those in transition. There are other facilities that would qualify for the criteria. He wanted to make sure we are not predetermining an outcome. The Legislature can identify the specific facility but did not here. He wanted to make sure this was compliant.

Director Ladd urged the Governing Body to keep focusing on the facility and not the entity. It is not that these are not good questions. But tonight's action is to accept the funds and put them in the budget. We have more work to do and don't even know the scope of work but will work with the Council as we move to the next step.

Director Wheeler added that once we accept the funds, we will work with the Legislature to understand the appropriation. She thought about the fact that Santa Fe Suites was not an established entity at the time but now it is. We have come so far on this issue. She had received texts from people first housed at Midtown who now reside at Santa Fe Suites. It is very important that it be designed for success there - to support a good, safe operation and the scope of work is not well defined yet. We will continue to work closely with Legislative Services to make sure we are delivering what the Legislature intended and meet all of their requirements.

Councilor Garcia understood this is to accept the resources, but asked how we will be involved in the process in the future.

Director Wheeler said that because of our levels for acceptance and approval, it will be approved here because of its level.

Councilor Abeyta asked for clarity. From his time at Santa Fe County, the facility had to be given to the County and if the County didn't own the

facility, the appropriation could not otherwise be done. And the City does have an interest in this property.

Councilor Vigil Coppler understood that the ownership of Santa Fe Suites reverts after ten years. So the City won't own it later on.

Ms. McSherry said it doesn't revert after ten years. The City does have some interest, although not full interest, in this property.

Director Ladd clarified the City does not have an ownership stake but can claw back funds if they are not performing to our standards. And there is a a restriction on the deed that this property must be used for homeless or poverty people after ten years.

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

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

Against: None.

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

Ms. Bustos-Mihelcic read the caption for this item. Sam Burnett was available.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the amendment to the Allied Universal Security contract as presented.

Discussion on the Motion:

Mr. Burnett gave an overview of the contract. He gave background. It is a result of the RFB originally issued earlier. The scope has been expanded and changed over time. Each site provides support and management of

specific security. They are all included in the one contract. They could be considered separate contracts. This amendment only adds compensation for the upcoming FY. They include Genoveva Chavez Community Center at $65,000, La Farge Library at $65,000. Main library at $67,000 among others.

Some of the amendments reflect our constant desire to change per changing needs. Amendment 12 was to allow greater flexibility at any particular site and the flexibility to move officers around the City. After the Plaza event we changed it to 24/7 and later broke it into three blocks and added other locations. There is a separate parks security contract with Chavez Security and if more need arises, he would be happy to work on it to process such an amended increase.

To wrap up, another step we are taking to improve efficiency is to transfer management from Public Works to the Community Health and Safety Department that meshes more closely with the service.

Councilor Vigil Coppler wanted to work with Mr. Burnett on the parks amendment and would have done so on Monday night, but Mr. Burnett said he needed to proceed with something. At the Public Works Committee meeting, we agreed to move forward with this but if there is an avenue for more funding for parks, it is greatly needed. The amount for Chavez Security is only $90,000 and that is not enough. In District 4, she and Councilor Cassutt get many constituent concerns about things that happen in the parks. There is a great need there. It is summertime and no pool is open. So kids need something to do. People do things in the parks that are not appropriate that usually happens at night and she gets calls from parents the next morning on the condition of the parks. She was surprised there was not more money for security in the parks. Some people feel the police should do it all but when more serious events happen elsewhere, the people in the parks just hide out until the police go to those other events. She wanted to work with Mr. Burnett on it.

Mr. Burnett said he would send an email to Councilor Vigil Coppler on how to help and navigate the process.

Mayor Webber observed a lot of the discussion was about a larger assessment of where the City is after COVID. Part of that is on security and maintenance and management of the parks after a year and a half of serious deprivation. The economic recovery is amazing. And we will have greater demands on use of the parks. That is particularly important on the southside for enjoyment of the parks. Santa Fe got $1 million from the legislature for our parks and the budget puts another million into parks. The City will have money to add to the $90,000 parks security contract. We also have a bigger responsibility and Councilor Abeyta can speak to

what young people do that could need better choices. We can sit down with them and Youthworks, faith leaders and Boys & Girls Club to help them get a GED or a diploma. We will work to keep them safe and add more facilities. He believed we would see a strong commitment to more funds and activities. We will do things this summer.

Councilor Cassutt asked Mr. Burnett to confirm what was not on the list.

Mr. Burnett said currently, we are covering Pete's Place with one 8-hour block directly around Pete's Place and the surrounding vicinity.

Councilor Cassutt asked if he had a list of the City parks covered under the Chavez contract.

Mr. Burnett did not have it and referred Councilor Cassutt to Melissa McDonald.

Councilor Cassutt said Mr. Burnett mentioned an iterative contract that could expand and contract when things come up. She asked him how he decides on the intensity of security at each location and whether the Governing Body has the correct plan.

Mr. Burnett clarified that he has become de facto manager for the security contract and when there is a major event or a series of events, he gets contacted and asked for Allied's response and he works as a liaison with the City. He processes an amendment for it and connects Allied with a representative at that site. The City needs a more knowledgeable person to provide better guidance.

Councilor Cassutt thought it sounded like an ad hoc process. She thanked Mr. Burnett for doing a wonderful job on it. She also asked if the City measures how successful the security is.

Mr. Burnett said they do collect data with Helios on their cell phones to fill the database. That is one metric used to track Allied' activities. That data lets the City determine what is happening at each location.

At Midtown, he worked with Allied to clean it up and get a plan in process for security there.

Councilor Cassutt was glad to hear that and was hoping we are taking on a more universal scope for being strategic about it. That was another benefit for moving the oversight to Community Health and Safety. A lot of issues we see are from homelessness and addictions. That needs to be addressed to help mitigate those issues. We also need to be looking at

prevention and funding in the short term. She would look forward to more opportunity to consider the data in strategies for prevention.

Councilor Lindell thanked Mr. Burnett. It makes sense to approve this contract. The money comes from various sources and if we need more, there is no reason we shouldn't look at it and do it with a plan in mind for assessing our needs. We also need to approve what we have now. There is not one item or location that doesn't need the security they have now. Security is needed at all of them. After approving the contract, we need to look where else it is needed. She was willing to work on that. One very good thing the Governing Body did was to have one person managing it. It is more efficient with personnel and resources.

Councilor Garcia volunteered to be on that list of helpers. This brings to our attention why we are making the police work on it. He asked if the City could consider providing Safety Aides instead of a contract to cover the security needs. It provides a better pipeline for growing and nurturing the aides into police officers. That is a topic for another day but we need to consider it.

Councilor Vigil Coppler asked Mr. Burnett about the chart he attached. She wanted to understand about Pete's Place which is linked with the Municipal Court.

Mr. Burnett said they actually hold hearings at Pete's Place and the contract covers the judge and clerk to Pete's Place for safety in their move and avoiding overtime. In addition to that, he dedicated one 8-hour block to Pete's Place and pointed out the contract allows borrowing from a particular place to another to address the needs.

Councilor Vigil Coppler pointed out the chart is not up to date.

Mr. Burnett agreed there were a couple of things to update.

Councilor Vigil Coppler knew a lot happens around Pete's Place at night and understood the location times could be moved around.

Mr. Burnett agreed. He added a $60,000 contingency line to the contract for emergency responses and also added the flexibility to move the officers around.

Mr. Burnett agreed to email to Councilor Vigil Coppler, Councilor Garcia and Councilor Lindell on how to make a plan for security.

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

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

Against: None.

Mayor Webber notified the public waiting that the Governing Body still has a long agenda before the evening session.

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

Ms. Bustos-Mihelcic read the caption.

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

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

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

Against: None.

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,955-4373and Efran Morales, WWMD III, emmorales@santafenm.gov, 955-4618
Committee Review:
Works and Utilities Committee: 05/24/2021
Governing Body: 06/09/2021

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

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve Amendment #5 as presented.**

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

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

Against: None.

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

Ms. Bustos-Mihelcic read the caption for this item. William Schneider was present. She noted the BAR also.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the PSA amendment with Hazen and the BAR as presented.**

Discussion on the Motion:

Councilor Villarreal asked how the contract with Hazen was related to the Environment MOA. She was trying to understand the relationship of Hazed with the environment grant.

Manager Schneider explained the contract is to do engineering for the Water Resources Program. This contract was separate from the MOA which is associated with a grant from the Bureau of Reclamation to develop an analytical model to evaluate water resources under climate change and drought conditions.

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

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

Against: None.

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

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the MOA with the Bureau of Reclamation as presented.

Discussion on the Motion:

Manager Schneider explained that the City received a grant memorialized in the MOA which allows resources to come to bear on the basin under WaterSmart with a 50/50 cost sharing with the US Bureau of Reclamation for the services in the MOA. The City brings a like amount to support the effort. The scope under item h incorporates this decision model to update the 40-year water plan.

Councilor Villarreal asked if Hazen was hired to do the modeling for the City.

Manager Schneider agreed and said it was a package deal.

Councilor Villarreal asked if we are unveiling the model as reclamation strategies to address water shortages in the future, water rights, water availability, restrictions, etc. She understood Marco Martinez will be involved every step of the way.

Manager Schneider agreed. The Bureau's portion is $267,000 and increases slightly above that to $291,000 because we modeled it into Santa Fe 2100 to reengage every step which needed added support.

Councilor Villarreal asked if the remainder comes from the City.

Manager Schneider agreed.

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

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

Against: None.

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

Ms. Bustos-Mihelcic read the caption for this item. Robert Jorgensen was present.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Aecom PSA amendment 3 and the BAR as presented.**

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

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

Against: None.

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

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

Councilor Romero-Wirth to approve it with BAR/ Councilor Lindell.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Hazen Contract for the 2100 Water Planning and the BAR as presented.**

Discussion on the Motion:

Councilor Cassutt asked about the list of what it would not simulate. These are things the Governing Body might be interested in and asked why they were not included at this time.

Manager Schneider said he worked on the scope and felt, at this stage, it was not necessary to meet the full intent of the project base on inclusion in the MOA based on our professional expertise.

Councilor Cassutt suggested perhaps getting an additional grant later.

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

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

Against: None.

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

Ms. Bustos-Mihelcic read the caption for this item. Erick Aune was present.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the federal grant funding and the BAR as presented.**

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

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

Against: None.

After the vote, Councilor Lindell was excused for extenuating circumstances and said she would rejoin the meeting on Zoom later.

j. Request for Approval of the 2020 State Homeland Security Grant Program Subgrant 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

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

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the 2020 State Homeland Security grant agreement and the BAR as presented.**

Discussion on the Motion:

Councilor Villarreal asked why this was not going through the committee reviews.

Director Williams said he uploaded the packet through PrimeGov to all three committees but apparently the packet didn't make it to the Finance and QOL Committees. But to get the police officer training underway, he was asked to expedite this.

Councilor Villarreal said she understood it had a request for funding for special operations but there was no detail regarding what it entailed except the K-9 training. She asked what that would cover.

Director Williams deferred to Chief Padilla.

Chief Padilla said the equipment is for Special Operations – the K-9 Team, the SWAT Team and the Crisis Negotiation Team. Deputy Chief Ben Valdez can say more.

Deputy Chief Valdez said they are building on two added K-9 units and preparing the vehicles by purchase of two new vehicles with a kennel in the back and leash and other things needed to be operational. Other equipment for purchase is protective equipment– special gas masks N-40 – Avon mask that looks more like a goggle mask and has battery operation microphone compared to N-40 nonamplified mask. The current masks need replacement filters. And the other equipment is for lightweight rifle plates that supplements body armor. That has been purchased in the past and the current grant has expired. It is equipment they do need to be safe in operation.

Councilor Villarreal asked about the K-9 vehicle detail.

Deputy Chief Valdez explained that for K-9, they need larger vehicle. It is a Ford Expedition with V-6 engine and the only special equipment was for K-9 use. They come with a light bar, computer, and other standard equipment from the back seat forward.

Councilor Villarreal observed the Avon mask is a gas mask and asked under what circumstance it would be used.

Deputy Chief Valdez said it is used when chemical irritant is in the air or when bear spray is used to dislodge someone instead of physical force.

Councilor Villarreal said those details were not in the packet materials and she appreciated his descriptions.

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

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

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

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
Presentation Topic: Furniture, Fixtures, & Equipment + Arts Assets

Presenters: Robert Lambert, Office of Arts & Culture
Sam Burnett, Public Works Department

Ms. Bustos-Mihelcic read the caption for this overview on Repairs and Equipment at Midtown.

Director Brown said Ms. Pauline Kamiyama, Mr. Burnett and Mr. Lambert would share in the presentation.

Mr. Burnett explained in the current planning for disposition of furniture, fixtures, and equipment, he developed a four-stage process for disposal of assets and all were variations on a theme.

First step: assess and identify those that should be retained by the City. Those that have economic, cultural, or artistic value. In this step, we go through the campus and present recs to the Committee and establish a secure area for keeping them safe.

Second step: preserve buildings on the site that should be kept. We would identify those assets and present to the Steering Committee and mark them with colored tape to identify their location.

Third step: create an inventory of those with value for the Steering Committee to hold a series of auctions on site or online to dispose of them.

Fourth step: dispose of those with little or no value. Try to salvage any metal or material of value and then the remaining would be discarded.

Mr. Lambert described the duties for culture Connect – Ars and Culture items belong to everyone so in 2010 when we became resp (arts Commission) was tasked with resp for upkeep maintenance and securing to those assets and provide means to make them accessible to the public. In 2018 they completed a comprehensive inventory and checked in every couple of years to make them more secure. Many can be used for educational purposes. He described some art assets and equipment that have bene placed at various other locations.

He recommended that the remaining assets be kept and used per mission statements.

For equipment to be used in that building, they recommended those be retained in the building an if not, to distribute them to entities that can use them. Art assets were to be used by museums or stored

and maintained, Troje should be utilized as public art. Ceramics, photography, panting/drawing, etc. would be for placement in an identified local museum.

The budget request was $100,000 for assessment of the Collection Plan to use a cultural asset manager, a team of conservators and paid interns for a hands-on training program.

The Phase Two budget request for $250,000 was for continued use of the cultural asset manager, packing and shipping to cultural institutions, etc.

Consolidation Plan First Steps was to make sure everything was secured and insured. They are from New Mexico and from Santa Fe. Once the items were assembled was where the real value came.

Councilor Vigil Coppler commended the Staff who put this report together. It was shared earlier today at EDAC and was a great presentation and the Committee had a lively discussion. The committee members were excited about it. She briefly related how the discussion went there. The report was very interesting. There are lots of opportunities out there.

Councilor Romero-Wirth noted several slides had a particular budget request. She asked when those requests would be made.

Mr. Burnett said the current plan was tentative and they were working in the midterm budget to allow more time on the ground and time to plan and see how financial recovery goes. If needed, it would be pushed off to the next budget cycle.

Mayor Webber commented there was a remarkable universe of assets on the campus and an insatiable appetite in the community. He asked what a reasonable and fair process would be for people/organizations, so it doesn't sit there dormant for a long time nor get sold.

Mr. Burnett explained that for government or educational entities, the City could donate assets directly. He didn't know about nonprofit agencies. Otherwise, the law requires getting fair market value.

Ms. McSherry agreed and added that the City could use a competitive method for it.

Mayor Webber asked if they could simply do first come, first served, or another way. We have many people ready to make good use of

some of it. He thought getting it out of mothballs and into service was a positive outcome.

Mr. Burnett deferred to Mr. Lambert and Pauline Kamiyama but pointed out that first come/first served is not an equitable process and he would look at proposals on how it would be used and have a panel decide.

Mr. Lambert added that museums have climate controls that Midtown doesn't have for maintaining art assets. Those criteria would have to be among the most basic to consider either through donation or long-term loans. It is different for equipment.

1. MATTERS FROM THE CITY MANAGER

Manager LaPan Hill noted she sent an email on affordable housing last night. At the approval on April 28, specific items for committee review and participation and the email on discussion would be at the June 30 meeting.

Regarding reentry, the focus is on a phased reentry plan. For employees not yet in their offices she was focusing on how to bring them all back safely. Each department is doing an IT audit and a building audit. Department Directors were setting dates for returns and working to make sure all environments were clean and safe. The City Libraries are open and current hours will remain the same for now. We are not in a place to extend the hours yet.

We are working to open City Hall to the public toward the end of June. There are lots of moving pieces and she was proud of the accomplishments. She wanted to meet the employees where they are and was grateful for their patience.

2. 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, , D-101-CV-2020-02681, and (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 (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)

These items were moved to the end of the evening agenda.

16. **MATTERS FROM THE CITY CLERK**

Ms. Bustos-Mihelcic thanked Joe Abeyta for making the move of Governing Body into chambers seamlessly. She acknowledged his work for test models for plexiglass and using disinfectants after end of meeting. it has been exciting and looks forward to more feedback. Thanks for making it happen.

Council Lindell rejoined the meeting virtually during the City Clerk report.

17. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation

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

Councilor Cassutt was excited to be back in Council Chambers. She recalled how many Governing Body meetings she had attended in person and thought this was number 5. She recognized the library and Read to Report Program they had this weekend with a meeting of horses and kids were so excited to pet the horses and start doing things again. Thanks to the Library Staff and their work during the pandemic.

Councilor Garcia announced an organization recruiting members with a deadline tomorrow. They have vacancies in District 3 and 4. He gave a shout out to Traffic Operations Manager, José Yerma for reaching out with excellent customer service (reading feedback from a constituent) to understand what the timeline for the State had to be.

Councilor Garcia said he was wearing a mask for his soon to be born little son. His daughter would scold if she caught him without a mask on.

Councilor Romero-Wirth said it was good to be back and thanked everyone who made it happen to transition from in person to on-screen and how it is working now.

Councilor Villarreal noted the environment was a little awkward with weird spaces for us. She was thankful for the efforts put into making it safe. She also congratulated her colleague Councilor Garcia for sharing the addition to his family.

She pointed out the next Governing Body meeting is at the end of June and we haven't celebrated Juneteenth in a big way in Santa Fe– a holiday celebrating the end of slavery in the US. It also reflects on past suffering or traumatic experiences of Black people. Our community will be able to celebrate it for the first time on the Plaza, put on by Amp Concerts and she thanked those who were responsible for the event to honor the African-Americans and Blacks who have made contributions to our country. She encouraged her colleagues to attend this, the first of the concert series on the Plaza.

Councilor Abeyta commented to City Manager LaPan Hill, as she transitions employees back to City Hall, to remember how difficult it will be for some of them to find childcare for only the month of July until school starts at the first of August. He felt it would be less disruptive not to come back until first week of August.

Councilor Vigil Coppler noted a nice event by Mayor Webber and Councilor Cassutt for the soccer community and their sponsors. The NM United Soccer Team put on a nice show and had lots of youth there. They constructed a soccer field, not full sized, behind Shellabarger Tennis Center. She thanked the Fire Chief and Station 7 for the hook and ladder truck with the giant flag. Thanks for the renaming ceremony and dedication of the Ron Shirley Memorial Park. Many former employees were present, including the first and only female Police Chief who drove from Arizona to attend it.

She introduced a Resolution supporting the tenth annual Neighbor-to-neighbor Fund Drive.

Mayor Webber agreed the soccer celebration was great event. He and Councilor Vigil Coppler got to throw out first pitches of soccer balls. He also mentioned throwing out the first pitch for the Fuegos baseball game. The spirit is high and positive and thanked everyone who made these events happen.

He introduced 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 families with children studying at SFCC on a secured basis. It is a significant undertaking.

He also introduced a Resolution donating property identified as 635 Alto Street and resources to a developer certified as "qualifying Grantee" under the New Mexico Affordable Housing Act for development of at least five low-priced dwelling units as we use our land for infill housing that is affordable to drive down

the cost of development. Councilor Vigil Coppler and Councilor Romero-Wirth are cosponsors.

Councilor Lindell announced June is Pride Month and she hoped everyone will participate in the Pride Parade on June 26 and personally thanked Kevin Bowen for all he has done in taking over as President of the Human Rights Alliance. The Flag ceremony, at one time in her lifetime, what is now a joyous festive event, was at one time a pretty scary one. When you participate in any Pride event, take time to realize how far we have come and yet still have a long way to go. "I hope you will stand with me in making your voice heard."

Recess

Mayor Webber, at 7:38 pm, declared a brief recess and then resume in chambers for the Evening Session.

EVENING SESSION – 7:54 P.M.

The Governing Body reconvened for the evening session at 7:54 p.m.

18. **ROLL CALL**

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

Members Excused
Christopher M. Rivera

19. **PETITIONS FROM THE FLOOR**

Stefanie Beninato said there is a pretty large pool at Genoveva Chavez and with full staffing, it could be used this summer for families. The Therapy Pool is not the Kiddy Pool and there are only four lanes.

She invited the Commissioners to come to the Plaza or over near City Hall to hear what it is like at the Plaza with all the very loud motorcycles driving around.

There were no other petitions from the floor.

20. **APPOINTMENTS**

a. Mayor's Youth Advisory Board

Councilor Cassutt apologized for the late report. There were seven applicants, and she announced the people who were interested: Jada Gallegos, Jason Bowen, Jose Esquivel, Lilah Chang, Theo Kutsko, Thomas Heikkero, and Ziara Esquivel, whose terms and backgrounds were included in the packet. She was very impressed with their maturity, their passion, and their abilities. The two new members would be José Esquivel and Lilah Chang. The alternates are Jason Bowen, Thomas Heikkero, and Ziara Esquivel.

Some were as young as 12 so we will have the opportunity to watch them grow. They will be working at Midtown and at the Teen Center and seeing some of the larger issues in the City such as substance abuse and mental health, violence among youth. She invited people to be guests at their meetings. "These are amazing individuals."

MOTION: **Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve the proposed appointees to the Mayor's Youth Advisory Board as presented.**

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

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

Against: None.

21. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-11. ADOPTION OF ORDINANCE 2021-12. (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

Ms. Bustos-Mihelcic read the caption for this hearing. Jessie Guillen was present.

Disclosures

Councilor Vigil Coppler said she recused herself when this was considered before.

Mayor Webber said he did also. He asked Ms. McSherry if they should step aside.

Ms. McSherry clarified, with the new schedule, neither of them needed to recuse themselves from this item.

Mayor Webber and Councilor Vigil Coppler did not recuse themselves.

Staff Presentation

Mr. Guillen presented this matter to the Governing Body. He said it is straightforward and the changes where it was located to be under the Ethics and Campaign Review Board.

Mayor Webber invited sponsors to speak.

Councilor Garcia had nothing much to add. The ECRB would appoint the members of the Independent Salary Committee.

Councilor Lindell thanked Councilor Garcia for raising issues. We ended up with a better product than when we started. This is a fairer process and

the we just did the work needed to get here. She thanked Councilor Garcia for working with her on this and hoped we can get it passed.

Public Comment

Stefanie Beninato, PO Box 1601, Santa Fe, commented that this is a good idea to remove the appointment from the Mayor's appointments but wondered how the ECRB members were appointed. You cannot remove political influence from the Board, and she wondered how they would do the appointments for the Independent Salary Committee.

There were no others comments from the public and that portion of the hearing was closed.

Action of the Governing Body:

MOTION: **Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the ordinance amendment for the Independent Salary Commission as presented.**

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

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

Against: None.

Councilor Villarreal asked to be listed as a cosponsor.

b. CONSIDERATION OF BILL NO. 2021-13. ADOPTION OF ORDINANCE 2021-13. (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

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

Disclosures:

There were no disclosures.

Staff Report

Mr. Noah Berke provided the Staff Report to the Commission.

Mr. Berke said the proposal would amend the Land Code on Family lot splits. If there were no access to water or sewer, the minimum size would be five acres and an obstacle to many families. The change would reduce to 2.5 acres (1.25 acres each) and would be eligible only for creating two new lots for family's children or grandchildren upon filing appropriate affidavits and would be subject to all other requirements.

Mr. Berke also noted there are presently 225 lots that fit that circumstance.

Staff recommends approval as presented.

Sponsors Statements

Councilor Abeyta said many who would be subject to this ordinance were previously the County and were annexed into the City and promised that whatever the County allowed would be allowed in the City. But the City decided all such lots would be subject to Chapter 14. So many property owners got stuck and became unable to give their property to their children. So the amendment allows that to happen and hopefully, the City would provide water and sewer to them.

Councilor Lindell said Councilor Abeyta covered the matter completely. She thanked Councilor Abeyta for working with her on it. Hopefully it will pass.

Councilor Abeyta thanked the Staff who really got this moving.

Public Comment

Mr. Mike Herrera, 5 Paseo de la Reina, thanked Staff and Councilors for their work. He has been living through this for some time. He recommended we create a means to track these 275 lots for how many actually wanted to split their lots as a family transfer. He thought it would be a lot less than that. It would allow us to determine the water and sewer issues which was why we were taken off the Master Plan for lot sizes and this would enable such plans to move forward how we want to split our properties. That one-acre lot size would enable the land owner to decide how to split it instead of the Council saying how they could split a 2.5 acre property. That one-acre lot size means a lot for an owner with three acres. It would mean a lot of land would not be used just to split it in half. Maybe in five years he might become asking for a lot split by selling it to a non-family member because they need that money.

The second issue was on two or more persons related by blood. Resident domestic servants are considered family. He didn't know how that got there. Only children or grandchildren means brothers and sisters are left out. His last point is under standards for inheritance was on density – that it must conform to the range in the General Plan. The General Plan was always one acre. We should split it to keep all portions at 1 acre or more.

Stefanie Beninato, PO Box 1601, was a little concerned but understood why this was happening. The database is a really good idea for water and sewer plans. But she was concerned about the new minimum of 2.5 acres and the other was about the split into 1.25 acres each. She asked if they would be allowed to have an accessory dwelling unit or not.

There were no other public comments, and that portion of the hearing was closed.

Action of the Governing Body:

Councilor Cassutt / Roman

MOTION: Councilor Cassutt moved, seconded by Councilor Abeyta, to approve the Ordinance Amendment regarding family transfers as presented.

Discussion on the Motion:

Councilor Vigil Coppler asked what annexation we are speaking about on this. She didn't know where it was located.

Director Isaacson referred to page 17 of the packet that had a map. He pointed out the majority of locations on the map are in the areas of Phase 2 and Phase 3 of annexation near the Mutt Nelson Road area and also at Coyote Ridge in District 1. There was another area in the Foothills are of District 1 and 2 but the terrain there would not allow a lot split.

Councilor Vigil Coppler understood it was several parcels around Santa Fe. She also asked, after a family lot split happens, what holds it with that family in perpetuity.

Director Isaacson clarified it must be held by the receiving family member for three years, after which they could keep it or sell it. So there is no requirement to be kept in perpetuity.

Councilor Vigil Coppler understood that the property could be kept in the family for three years and it was only a three-year waiting period before it could be sold to anyone.

Director Isaacson agreed. And the Code does not make any change to the definition of family.

Councilor Vigil Coppler reasoned that we do a family lot split and then it follows a normal sale three years later.

Director Isaacson agreed and clarified that it could happen with any family transfer, not just annexed properties that were the subject of this evening's amendment.

Councilor Romero-Wirth understood these properties don't have city sewer or water so they are already on wells and a septic system. And if split, she asked if they would have another well and another septic system.

Director Isaacson replied that many of them could share existing wells. So not every split would result in another well. But it could result either in an added septic system or connection to City sewer lines.

Councilor Romero-Wirth recalled Director Isaacson also said how it might in the long-term result in connection to both City water and sewer.

Director Isaacson agreed. That is the goal. That was part of the understanding at the time of annexation. We would like to extend City service to all annexed residents.

Councilor Vigil Coppler pointed out that the State EID requires an inspection of each sewer system and it has to be re-permitted and the

drainage into leach field approved. She had not ever heard of anyone sharing a septic system.

Councilor Villarreal asked for a response to the question by Mr. Herrera.

Mr. Berke explained the specific language which defines “family.” What Mr. Herrera related to was preexisting.

Director Isaacson did not have the definition in front of him but said “domestic servant” referred to a person who was not a true family member but who lives with the family. It is a living arrangement that is not an uncommon situation.

Councilor Villarreal thought “servant” sounds very antiquated.

Director Isaacson agreed.

Councilor Villarreal asked for Staff to consider a new term and definition for that.

Director Isaacson agreed it would be done.

Councilor Villarreal recalled Mr. Herrera also asked about a method of tracking. She asked Director Isaacson how he would interpret that.

Director Isaacson understood Mr. Herrera would like the Land Use Department to keep track of all properties that would qualify to take advantage of this new family transfer provision and the location of those lots.

Councilor Villarreal considered that as valuable data to collect and track.

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

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

Against: None.

Councilor Villarreal asked to be listed as a cosponsor.

c. CONSIDERATION OF RESOLUTION NO. 2021-32. (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

Ms. Bustos-Mihelcic read the caption for this item. Marshal Griego was present.

Staff Report.

Marshal Griego said this Resolution is for fireworks restrictions from June 10 to July 10 and agenda item d is for July 10 to August 10 with the exception on July 4. He stood for questions.

Public Comment

Stefanie Beninato, P.O. Box 1601, Santa Fe, said she was in support in theory but heard the Governing Body was granting an exception for July 4. Since she was hearing people setting off fireworks illegally already it would be difficult to enforce this overall.

Joe Schepps wanted to hear a response for his guests at the Inn on the Alameda. He said they have guests who complain about the noise and described East Alameda as a raceway.

Ms. Bustos-Mihelcic informed Mr. Schepps that this was not the time for public comment except on the drought conditions resolution.

Mr. Schepps said he wanted to speak later, if possible.

Action of the Governing Body:

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the Resolution in 21-c as presented.

Discussion on the Motion:

Councilor Villarreal asked Marshal Griego if the exception of July 4 was referring to the City event.

Marshal Griego said it was. It was for the City event at Santa Fe Place Mall.

Councilor Villarreal asked if he could describe what was being done for outreach for the fireworks restriction or any plan for communicating to the public.

Marshal Griego said they have discussed using school marquee signs and NMDOT travel signs. And they plan to use their social media accounts also.

Councilor Villarreal just wanted to make sure it would be in effect until August. She also asked what the public should do when illegal fireworks are purchased on pueblo or reservations. How can you communicate for that? What advice should be given?

Marshal Griego said citizens could call the emergency line and his Department would get out to the location or residents could email the Fire Marshal's Office. The Department's non-emergency phone number was 505-428-3730.

Councilor Villarreal thanked him and wished him all the luck.

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

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

Against: None.

d. CONSIDERATION OF RESOLUTION NO. 2021-33. (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

Ms. Bustos-Mihelcic read the caption for this item. Acting Fire Marshal Geronimo Griego was present.

Public Comment

There was no public comment.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve Resolution No. 2021-33, imposing fire restrictions from July 11 to August 10, 2021, as presented.**

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

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

Against: None.

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, , D-101-CV-2020-02681, and (N.D. Ill.). (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512,)

Ms. McSherry noted there is one action item after the Executive Session ends. She recommended going into executive session under provisions of NMSA 1978, Section 10-14-1, Parts (H) (7) and (H) (8) for Attorney-Client Privileged Discussion Regarding Threatened and Pending Litigation In Which the City of Santa Fe is of May Become a Party and listed the specific cases for discussion.

Renee/ Carol

MOTION: **Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to go into executive session to discuss the matters recommended by the City Attorney.**

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

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

Against: None.

Ms. Bustos-Mihelcic explained how Mr. Abeyta would provide the closed access for the Governing Body.

The Governing Body went into executive session at 8:56 p.m.

The Governing Body returned from executive session at 9:20 p.m.

Councilor Villarreal moved/ Councilor Romero-Wirth, to return from executive session, stating for the record that the matters discussed were limited to those listed on the agenda.

MOTION: **Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to return from executive session, stating for the record that the matters discussed were limited to those listed on the agenda.**

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

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

Against: None. Councilor Lindell was excused and not present for this vote.

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 (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)

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

MOTION: **Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to approve the proposed Amicus Brief as presented.**

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

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

Against: None. Councilor Lindell was excused from the vote.

22. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at approximately 9:30 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

_____
Carl G. Boaz, Council Stenographer

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

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

Against: None. Councilor Lindell was excused from the vote.

22. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at approximately 9:30 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
June 9, 2021

The Governing Body of the City of Santa Fe met in an executive session duly called on June 9, 2021 beginning at 9:08p.m.

The following was discussed:

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)

PRESENT
Mayor Webber
Councilor Abeyta
Councilor Cassutt
Councilor Garcia
Councilor Lindell (Excused)
Councilor Rivera (Excused)
Councilor Romero-Wirth
Councilor Vigil Coppler
Councilor Villarreal

STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Kristine M. Mihelcic, City Clerk (Attended Virtually)

There being no further business to discuss, the executive session adjourned at 9:19 p.m.

Kristine Mihelcic
Kristine Mihelcic (Jun 24, 2021 11:40 MDT)

Kristine M. Mihelcic, City Clerk

GOVERNING BODY MEETING OF
June 9, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION BY MEMBERS OF THE GOVERNING BODY

EXHIBIT ONE
GB June 9, 2021

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 Finance Committee – 6/21/21 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 Quality of Life Committee – 6/16/21 Finance Committee – 6/21/21 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 Garcia Villarreal	**A RESOLUTION SUPPORTING THE TENTH ANNUAL NEIGHBOR TO NEIGHBOR FUND DRIVE.**	Finance Committee – 6/14/21 Quality of Life Committee – 6/16/21 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.

Written Report to Governing Body
Meeting Date: 6/30/2021
Reporting Time Period Covered: 12/16/2020 to 6/23/2021

Santa Fe Police Department

The reporting total reporting period is from 12/16/2020 to 6/23/2021.

During this reporting period, the total calls are as follows:

- COVID Info: 25 total calls
- COVID Mask: 34 total calls

Total COVID MASK CITATIONS TO DATE:

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

REPEAT CALL LOCATIONS:

- 301 West DeVargas (Department of Labor Park area) 3 Calls
- 1221 Flagman Way (Gym) 2 Calls
  - Both calls, business was determined to be in compliance.
- 66 East San Francisco Street (Plaza Galeria) 3 Calls
- 3695 Cerrillos Road (GreenTree Inn) 2 Calls
- 7401 Cerrillos Road (Lithia Dodge) 2 Calls
- 600 North Guadalupe (Market Street) 2 Calls
- 7350 Plaza Central (Swan Park) 2 Calls
- 63 Lincoln Avenue (Santa Fe Plaza) 2 Calls

Fire Department

2. Fire Department

(Time period 12/16/2020 0900 – 06/24/2021 0900 190 days)

a. Number of calls related to COVID-19:

- **273** incidents known or suspected to be COVID-19-related.

- The SFFD COVID-19 dedicated ambulance responded to **238** calls total, **82** of which were documented as known or suspected to be COVID-related.

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

- **151** transfers, **21** of which were documented as COVID-19-related.

Human Resources

1. HUMAN RESOURCES

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

As of June 25, 2021:

Department	Active	Resolved	Grand Total
Community and Economic Development	0	1	1
Community Engagement	0	1	1
Community Services	0	8	8
Finance	0	3	3
Fire	0	25	25
General Government	0	2	2
Human Resources	0	1	1
ITT	0	2	2
Land Use	0	1	1
Police	0	20	20
Public Utilities	1	23	24
Public Works	0	29	29
Recreation	0	5	5
Tourism	0	3	3
Grand Total	**1**	**124**	**125**

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

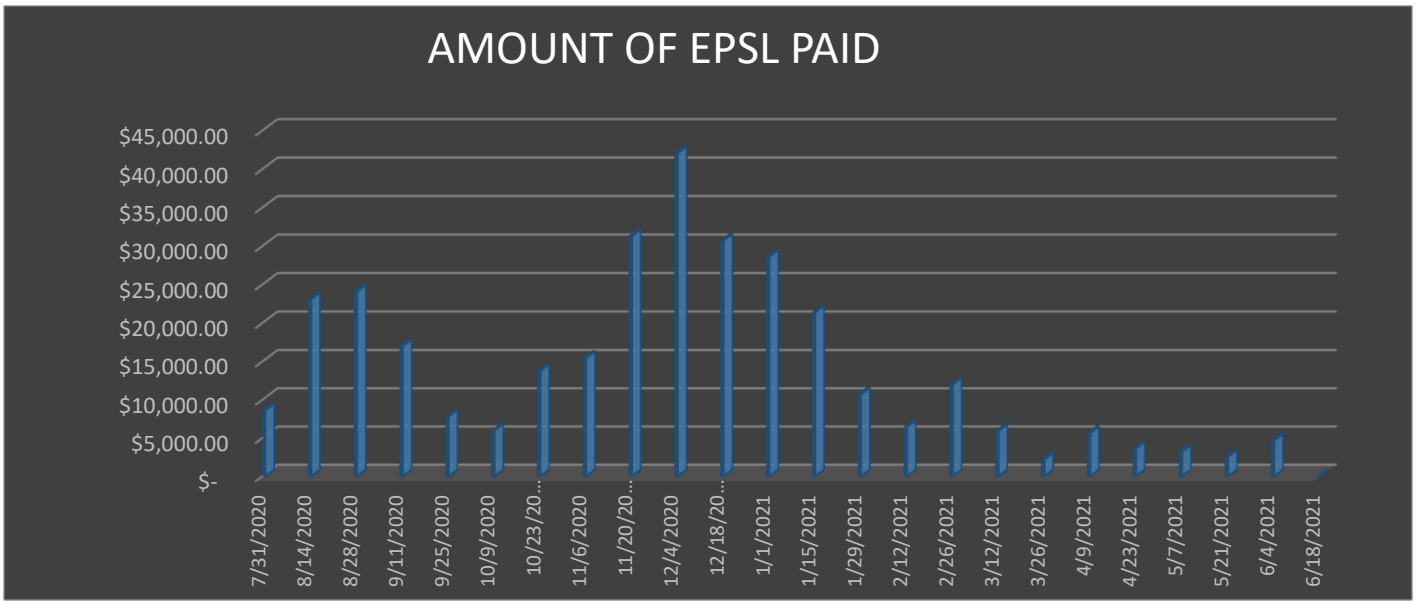
When the City HR Department becomes aware of a positive case, the HR team completes a thorough exercise with the employee who has tested positive to identify if the employee was at a City facility or

worksite and if yes, when. If the employee was at a City facility or worksite, the department works with HR and the City Manager to determine if a closure is necessary. The area is cleaned and sanitized in addition to the regularly scheduled cleaning and sanitizing schedule.

B. <u>City buildings that were closed as a result of any positive cases:</u>
Municipal Court was closed due to a positive COVID-19 case in July 2020.

C. <u>Report on City-wide use of emergency sick leave related to COVID-19:</u>

Pay Period	Pay Date	Number of Employees Who Utilized EPSL	Number of Hours Granted	Amount of EPSL Paid
July 11, 2020 July 24, 2020	7/31/2020	14	556	$ 8,614.76
July 25, 2020 - August 7, 2020	8/14/2020	45	1497.75	$ 23,075.59
August 8, 2020 - August 21, 2020	8/28/2020	29	1281	$ 24,073.26
August 22, 2020 - September 4, 2020	9/11/2020	22	882.5	$ 17,008.33
September 5, 2020 - September 18, 2020	9/25/2020	22	379	$ 7,802.31
September 19, 2020 - October 2, 2020	10/9/2020	11	400	$ 5,942.47
October 3, 2020 - October 16, 2020	10/23/2020	18	794.5	$ 13,758.90
October 17, 2020 - October 30, 2020	11/6/2020	19	757	$ 15,451.41
October 31, 2020 - November 13, 2020	11/20/2020	42	1595	$ 31,287.40
November 14, 2020 - November 27, 2020	12/4/2020	55	2130.5	$ 42,072.24
November 28, 2020 - December 11, 2020	12/18/2020	42	1549.25	$ 30,689.84
December 12, 2020 - December 25, 2020	1/1/2021	38	1502.25	$ 28,598.84
December 26, 2020 - January 8, 2021	1/15/2021	28	1092	$ 21,369.05
January 9, 2021 - January 22, 2021	1/29/2021	18	507.75	$ 10,694.64
January 23, 2021 - February 5, 2021	2/12/2021	11	351.5	$ 6,387.89
February 6, 2021 - February 19, 2021	2/26/2021	17	679	$ 12,001.21
February 20, 2021 - March 5, 2021	3/12/2021	11	346.5	$ 5,920.70
March 6, 2021 - March 19, 2021	3/26/2021	4	124	$ 2,168.81
March 20, 2021 - April 2, 2021	4/9/2021	7	258	$ 5,642.85
April 3, 2021- April 16, 2021	4/23/2021	5	206	$ 3,638.03
April 17, 2021 - April 30, 2021	5/7/2021	2	140	$ 3,178.35
May 1, 2021 - May 14, 2021	5/21/2021	2	72	$ 2,518.36
May 15, 2021 - May 28, 2021	6/4/2021	3	151.75	$ 4,643.81
May 29, 2021 - June 11, 2021	6/18/2021	0	0	$ -



Office of Emergency Management

CITY OF SANTA FE
COVID-19 Response and Recovery
Comprehensive Summary

BACKGROUND

The 2019–20 coronavirus disaster is an on-going pandemic of coronavirus disease 2019 (COVID-19), caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

The primary mode of transmission of this virus is via respiratory droplets that people cough or exhale. Persons over 60, persons with pre-existing health conditions and individuals with depressed immune systems are at greater risk of suffering severe complications from COVID-19.

During late November 2019, US military health intelligence community warned of a contagion sweeping through the Wuhan region of China.

The outbreak was first publically identified in Wuhan, Hubei, China mid-December, 2019.

On February 29, 2020, the first confirmed COVID-19 fatality in the US occurred in Washington State.

By late February communities throughout the country were receiving notifications about the threat COVID-19 and known preparedness measures.

The first confirmed cases of COVID-19 in New Mexico occurred March 11, 2020.

RESPONSE

On March 3, 2020, Mayor Webber issued a letter to all Santa Feans with important awareness and preparedness information.

On March 6, 2020, the City of Santa Fe began coordinating with New Mexico DOH, DHSEM and City departments in preparation for response to the Pandemic.

On March 11, 2020, the City Manager issued a letter to all City employees regarding the Pandemic. Governor Lujan-Grisham issued the first of dozens of Executive Orders for the Pandemic.

On March 13, 2020, President Trump issued a Federal Emergency Declaration, EM 3460 for the State of New Mexico. New Mexico DOH issued the first of dozens of Public Health Orders. Santa Fe Mayor Alan Webber issued the first City Emergency Declaration.

On March 16, 2020, the City activated the City Emergency Operations Center utilizing VEOCI virtual EOC management software. The City continues to maintain a Level III – Monitoring status for the EOC.

Over the next several weeks, the City release a number of HR policies regarding work schedules, remote working and Sick Leave. Preparation began in earnest to open a COVID shelter at St. Michaels Hall at the Midtown campus. At the request of NM DOH steps were taken to prepare Kennedy Hall at Midtown for possible use as an Alternate Care Facility to accommodate overflow of COVID patients from area and regional hospitals.

Beginning in early April and throughout the following year, the City began receiving resources from the State Emergency Operations Center. These resources, primarily PPE, were distributed to City Departments, local medical offices and care centers and area schools. The State formally closed their warehouse operation in early June of 2021.

Also at the onset of the Pandemic, in April 2020, the City utilized and provided $275,000 in emergency “FLEX” funding to a wide range of local non-profits via the Community Services Department’s CONNECT program. These organizations provided much needed essential support to vulnerable populations within the City. When CARES funding became available in October 2020, Community Services, via CONNECT and direct cash assistance in partnership with the national organization Family Independence Initiative, disbursed 5.1 million for direct relief. These services included emergency non-congregate sheltering, food assistance, child care support and other unmet needs.

Using funding provided by the CARES Act, the City purchased $250,000 worth of PPE and other supplies to support its response to the pandemic.

On April 5, 2020, President Trump declared a Major Disaster for the State of New Mexico for COVID-19. This declaration provided 75% Federal Share for eligible Emergency Protective Measures.

RECOVERY

FEMA typically provides 75% Federal Share for disaster projects. Shortly after the inauguration President Biden amended the Major Disaster Declaration increasing the Federal Share from 75% to 100%.

To date the City has submitted 11 Projects to FEMA for reimbursement.

FEMA has obligated to the City $273,451.79 with an additional $77,972.40 pending obligation after our successful appeal. We have not yet submitted a Sub-grant Agreement as the total for this disaster keeps changing and in part because there is some hope the Biden Administration will revisit the eligibility determinations made by the previous administration.

The City intends to submit several additional Projects, including reimbursement for costs for vaccination events, a project for equipment to continue vaccination efforts, including the costs for refurbishing a retired MED unit in to the Mobile Health Unit and also for eligible administrative costs. Because the City submitted OEM labor for CARES, we may not reach the minimum threshold of $3,300 for this project.

During December 2020, several vaccinations became available under Emergency Use Authorization. City emergency personnel began receiving vaccinations in January 2021.

Between March and May of 2021, the City supported seven mass vaccination drive through events, one at the Santa Fe Place Mall and six at Midtown campus. A total of nearly 10,000 shots were delivered during these events.

The City continues to support vaccination events throughout the City, including several very successful (300+ shots) Chainbreakers events at the Southside Library. Additionally, the City is coordinating with DOH to support operations by the FEMA Mobile Vaccination Team.

The Fire Department continues to conduct homebound vaccination. The Senior Services Division was instrumental in assisting Fire with personally calling and vetting over one hundred names drawn from various databases to identify eligible homebound individuals.

MOVING FORWARD AND LOOKING BACK

The City's greatest strength is its commitment to humanity. Without hesitation the City stepped up and provided for the most vulnerable members of our community. We are committed to continuing support of all members of the community.

As a whole community, the City will continue to address the challenges presented by COVID-19 and adapt to any new and emerging threats it may present.

This disaster has been a watershed event for the City, the country and the entire world. There have been many lessons learned and over time and these will become part of the operational strategy of emergency management going forward.

STATE RESOURCE DISTRIBUTION

At the onset of the COVID-19 disaster there were extreme shortages of critical resources. The federal government in coordination with the States made available, at no charge, the items listed below. These resources were distributed to City Departments, medical and dental care providers, care centers and schools. The City's first request occurred April 2, 2020 and the last request was filled May 11, 2021.

N95 Respirator Masks	54,791
Surgical Masks	17,820
Gowns	11,570
Face Shields	6,098
Safety Glasses	90
Nitrile Gloves	54,000
Thermometers	95
Sanitizer	3,586 oz.
K95 Masks	14,337
Cotton Masks	88,000
Coveralls	100

CITY CARES ACT PURCHASED PPE

N95 Respirator Masks	7,440
Surgical Masks	5,000
Face Shields	100
Nitrile Gloves	160,000
K95 Masks	16,000
Cotton Masks	48,500

ONGOING DISTRIBUTION

City OEM continues to support vaccination efforts at fixed locations and mobile vaccination of homebound individuals.

OEM continues to provide PPE to City Departments and Private Non-profits.

OEM continues to support the City's reopening efforts.

OEM continues to monitor the pandemic and coordinate with State officials.

Item	Unit of Issue	Qty Received	QTY Issued	QTY On-Hand
Hanes Masks	PK (5ct)	0	700	1100
Disposable Surgical Masks	PK (50ct)	0	47	352
KN95	BX (50ct)	0	0	732
IR Thermometers	EA	0	0	21
Disposable Face Shields	EA	0	1000	299
Nitrile Gloves Small	BX (100ct)	0	5	181
Nitrile Gloves Med	BX (100ct)	100	16	343
Nitrile Gloves Large	BX (100ct)	100	10	220
Nitrile Gloves X-Large	BX (100ct)	100	5	183
Nitrile Gloves XX-Large	BX(100ct)	0	0	10
Caution Tape	RO	0	135	31
N95 Makrite	BX (40ct)	0	0	67
N95 Honeywell	BX (20ct)	0	0	50
Gerson N95	BX (20ct)	0	0	108

NOTE: Qty Received/Issued for period 5/20/2021 thru 6/22/2021.

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1183511 (NMRLD/AGD)
Name of Applicant: Vivac Winery, LP
Doing Business As: Vivac Winery
Proposed Location: 652 Canyon Road. Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on June 6, 2021 at 4:00 PM by video hearing, on the application of Vivac Winery, LP (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

a) Waiver of the 300 foot location restriction to allow the sale of alcohol within 300 feet of the Quaker Meeting House, SF Religious Society of Friends, 630 Canyon Road, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, request for a Winegrower 3rd Offsite Location

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby FINDS:

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. June 4, 2021 memo from City Clerk Kristine Mihelcic
    b. March 31, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Tammy M. Sandoval to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval
    c. NMRLD/AGD Application No. 1183531
    d. December 1, 2020 zoning verification from Land Use Planner Senior Lani McCulley confirming that a winery with alcohol consumption, storage, patio service and package sales is a permitted use.
    e. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)

f. June 3, 2021 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
g. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
h. Site plan
i. City of Santa Fe Liquor License Request Supplemental Information

2. City Clerk Kristine Mihelcic presented the application.
3. Applicant was offered the opportunity to present testimony or evidence.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on May 11, 2021 and May 18, 2021 and on the City's website.
6. The Application is for a new license for an existing business in a location that does not currently serve liquor.
7. The business is expected to increase by approximate 15 customers per day, serving serve 2 driving and 30 walking.
8. Traffic is expected to increase.
9. The Traffic Engineering Division has concluded that approval will not create unacceptable traffic impacts.
10. There will be a fully enclosed outdoor seating area.
11. The proposed location will not cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico, if the requested waiver is granted.
13. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s

specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423

3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all applicable City of Santa Fe ordinances.
2. Applicant shall provide an approval letter from the Quaker Meeting House, SF Religious Society of Friends.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.



06/11/2021

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: June 4, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine Mihelcic
Kristine Mihelcic (Jun 4, 2021 17:30 MDT)

Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from Vivac Winery, L.P. for a waiver of the 300 foot location restriction and a request for a Winegrower 3rd Offsite Location Liquor License.

BACKGROUND AND SUMMARY

The applicant has requested the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vivac Winery, 625 Canyon Road, Santa Fe, which is within 300 feet of the Quaker Meeting House, SF Religious Society of Friends, 630 Canyon Road, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Winegrower 3rd Offsite Location to be located at Vivac Winery, 625 Canyon Road, Santa Fe.

The applicant did seek a letter from the Quaker Meeting House, SF Religious Society of Friends, however the church will not meet prior to this hearing to provide a letter to the applicant. The applicant does anticipate to have one prior to the Governing Body approval.

Attached are staff reports regarding litter, noise and traffic. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

Additionally, as a condition of doing business in the city, staff is recommending that it be noted that the applicant is required to comply with all of the city's ordinances.

ACTION REQUESTED

Consideration of the above request.

Attachments:
Alcoholic Beverage Control Application
Notice of Public Hearing and Publications
Website Notice of Public Hearing
Applicant's Proof of Publication
Certified Letter to Applicant
Staff Reports

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

March 31, 2021

Certified Mail No.: 9171 9690 0935 0078 6739 43

City of Santa Fe
Attn: Kristine Bustos, City Clerk
PO Box 909
Santa Fe, NM 87504-0909

9171 9690 0935 0078 6739 43

SFC - CITY CLERK
21 MAR 0

Lic. No. /Appl. No.: **Application No. 1183511**
Name of Applicant: **Vivac Winery, L.P.**
Doing Business As: **Vivac Winery**
Proposed Location: **652 Canyon Rd., Santa Fe, New Mexico 87501**

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Conditional Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A WINEGROWER (3RD) OFFSITE LOCATION LIQUOR LICENSE. APPLICANT IS REQUESTING A WAIVER AS THE PREMISES IS LOCATED WITHIN 300 FT OF THE NEAREST CHURCH OR SCHOOL.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M Sandoval

Tammy M. Sandoval
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: Tammy.Sandoval@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/ Approval Letter and notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of Floor Plan

Tammy

AGD Stamp

New Mexico Regulation and Licensing Department |Alcohol and Gaming Division |Page 1 Revised 10/16
PO Box 25101 Santa Fe, NM 87504-5101 |Phone: (505) 476-4875 Fax: (505) 476-4595

RECEIVED
DEC 22 2020
ALCOHOLIC BEVERAGE CONTROL

AGD USE ONLY: Payment| Application Fee $ JR Received on: 12-22-2020 Receipt No. 2347315
License Fee $ _____ Received on: _____ Receipt No. _____
Application # 118351 Local Option District: _____

WINEGROWER LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: ☐New License ☑Off-Site Location – 1st, 2nd (3rd) Master License No. 6092

Applicant is: ☐Individual ☐Limited Liability Company ☐Corporation ☑Partnership (General/Limited)

NAME OF APPLICANT: (Company or Individual) **TELEPHONE NUMBER**

Vivác Winery, LP 505-579-4441

EMAIL ADDRESS (required): chris@vivacwinery.com

MAILING ADDRESS: P.O. Box 429, Dixon, NM, 87527

D/B/A Name to be used: Vivác Winery **Business Phone #:** 505-579-4441

Physical location where license is to be used: (Include street number / highway number / state road, city, county, state, and zip code)
#652 Canyon Rd., Santa Fe, NM, 87501

Are alcoholic beverages currently being dispensed at the proposed location? ☐Yes ☑No If Yes, License # /Type: _____

Agent/Contact Person: Chris Padberg **Phone#:** 505-927-9077 **Email:** chris@vivacwinery.com

I, (print name) Chris Padberg, as (title) Owner being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date before a Notary Public.

Signature of Applicant: _____ Date: 12/5/2020

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Rio Arriba)
SUBSCRIBED AND SWORN TO before me this 5 day of December, 20 20
By: Chris Padberg Notary Public: Amelia Gonzales SEAL
My Commission Expires: 1/26/2022

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Town, Village

Public Hearing held on _____, 20_____. Check one: ☐Approved ☐Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐Approved ☐Disapproved

Signed by Director: _____ Date: _____

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ☑ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Ray Nowicki, Annette Colby

B. Date and Term of Lease: 12/4/2020 One Year Lease

3. Premises location is Zoned (*example C-1, see Zoning Statement*): ***RC-8***

☑ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)

Name of Church: **Quaker Meeting House, SF Religious Society of Friends** Miles/feet: **280 ft.**

Address/location of Church: **630 Canyon Rd., Santa Fe, NM 87501**

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)

Name of School **Acequia madre Elementary School** Miles/feet 800 ft.

Address/location of School: **700 Acequia madre st., Santa Fe, NM 87501**

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one:* Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: **64 miles**

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Restaurant ☐ Racetrack

☐ Small Brewer ☐ Craft Distiller ☑ Winery ☐ Wholesaler

☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

December 1, 2020

RECEIVED

DEC 22 2020

ALCOHOLIC BEVERAGE CONTROL

Vivac Winery
Attn: Chris Padberg
652 Canyon Road
Santa Fe, NM 87501
505-927-9077 Chris@vivacwinery.com

RE: Zoning Verification for 652 Canyon Road, Santa Fe, NM 87501

To Whom It May Concern,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned RC8, is within the Arts and Crafts overlay district, and also within the Downtown and Eastside Historic overlay district.

14-4.2 (G) RC-5 and RC-8 Residential Compound Districts

The RC-5 and RC-8 residential compound districts are intended to be medium-density residential areas allowing the development of new dwelling units in harmony with the existing character of the city's compound areas.

14-5.2 Historic Districts

In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city, it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserve.

14-5.4 Arts and Crafts District

It is the intent of the arts and crafts (AC) district to allow arts and crafts and other related commercial uses in eligible underlying districts.

A winery with alcohol consumption, storage, patio service, and package sales is an allowed use within an Arts and Crafts district as a Special Exception under sections 3 and 10:

3. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m.

10. See Section 14-7.2(H) 3,000 square foot limit applies to specified uses in RAC district. (Ord. No. 2014-31 § 11) The sale of alcohol is allowed provided it is a subordinate component to the eating and drinking use.

For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) ***http://clerkshq.com/default.ashx?clientsite=Santafe-nm***. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc…

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have any further questions, please contact me at LJMcCulley@santafenm.gov or 505-955-6605.

Lani McCulley
Land Use Planner
City of Santa Fe, New Mexico

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/abc

PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Vicac Winery

Proposed Location: 652 Canyon Road

In the City of: Santa Fe

Summarize your comment or concerns, attach addition pages if necessary:

This address is less the 300 feet from a church. The law says you can't have a business that sells alcohol within 300 feet of a church. The Church is located at 630 Canyon Road the Church is called: The Quaker Meeting House Santa Fe Religious Society of Friends. Please review your zoning information and update. Thank you.

Your Name: Doyle Buddington Date: 1/27/21

Your Street Address: 624 E Alameda St

City: Santa Fe State: NM Zip: 87501

How may we contact you?

Phone: _____ E-mail: uphwk@att.net

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: ABC, PO Box 25101, Santa Fe, NM 87504-5101.

Applicant : Vivác Winery Chris Padberg

location 652 Canyon Rd.
Santa Fe, NM
87501

Tasting Room + Patio = 1,902 sq. ft.

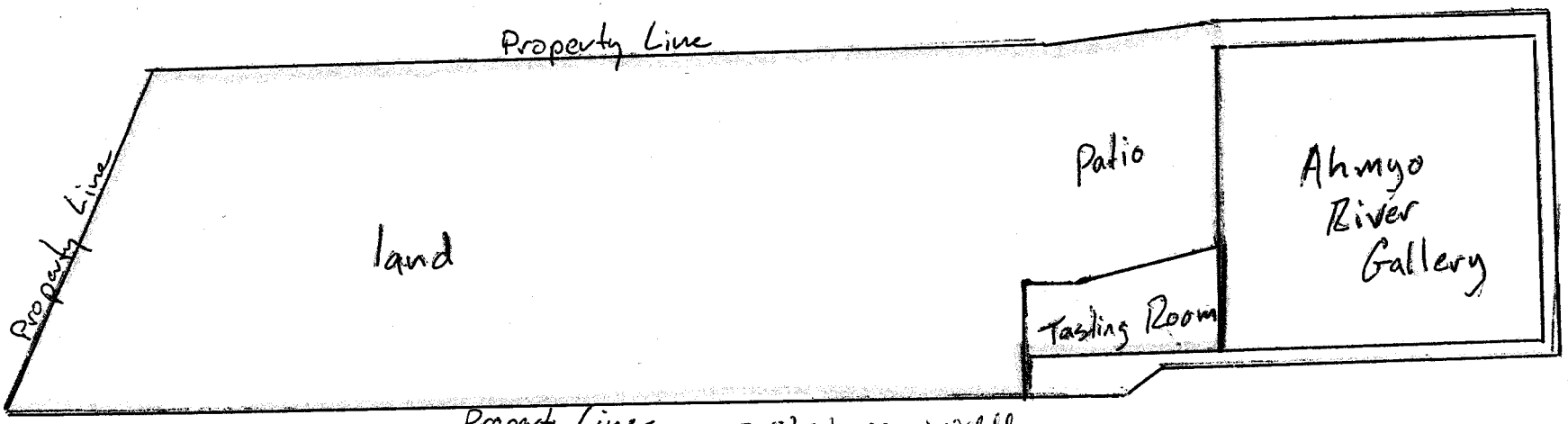
.3484 Acres land
(151787 sq. ft.)

Bonded Area

RECEIVED
DEC 22 2020
ALCOHOLIC BEVERAGE CONTROL

North

Escondio Rd.



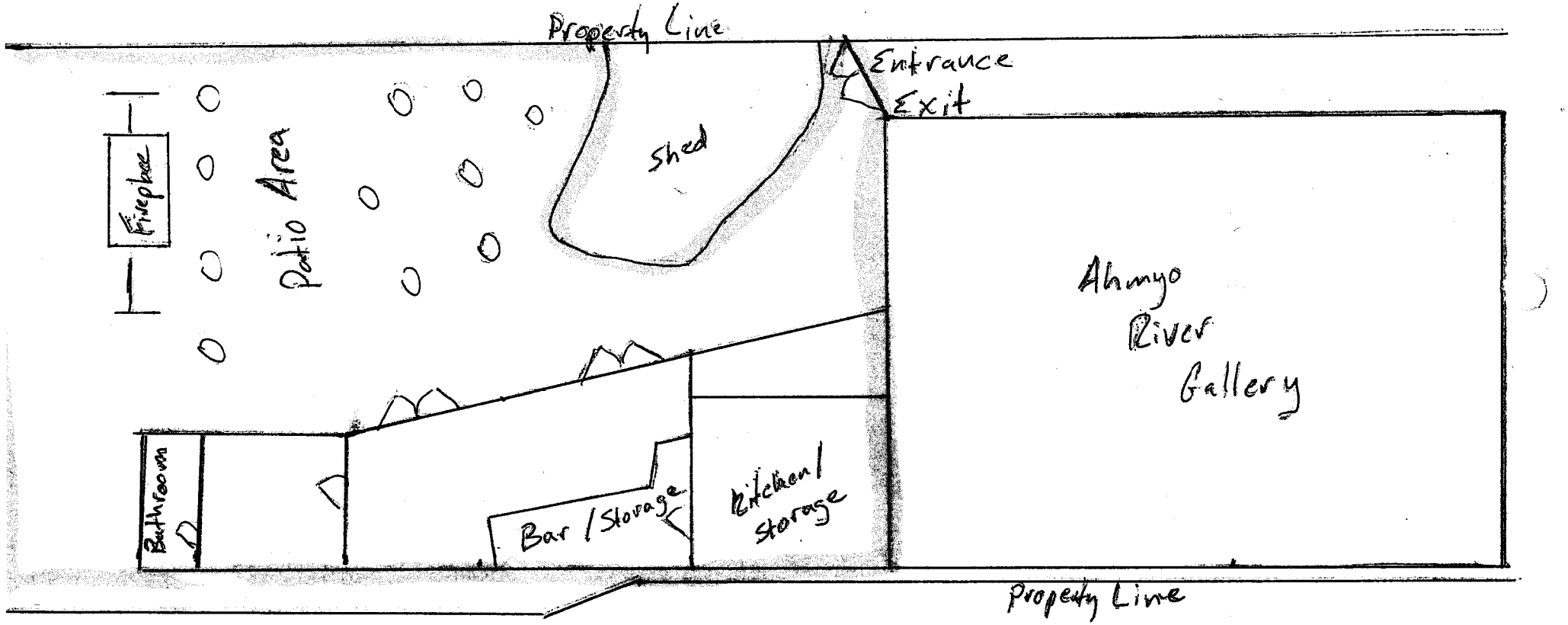
asting Room Area: 782 sq ft
Patio Area: 1,120 sq ft

1,902 sq. ft.

Applicant: Vivac Winary

Location: 652 Canyon Rd.
Santa Fe, NM
87501

RECEIVED
DEC 22 2020
ALCOHOLIC BEVERAGE CONTROL



CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a virtual public hearing at 4:00 p.m. on Monday, June 7, 2021.

The purpose of this public hearing is to discuss a request from Vivac Winery, L.P. P.O. Box, 429, Dixon, New Mexico 87527, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vivac Winery, 625 Canyon Road, Santa Fe, which is within 300 feet of the Quaker Meeting House, SF Religious Society of Friends, 630 Canyon Road, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Winegrower 3rd Offsite Location to be located at Vivac Winery, 625 Canyon Road, Santa Fe.

All interested citizens are invited to attend this public hearing.

Kristine Mihelcic (May 20, 2021 12:26 PDT)

Kristine M. Mihelcic
City Clerk

Received by The Santa Fe New Mexican
Date: May 5, 2021
To Be Published: May 11, 2021 &
May 18, 2021

By _____
The Santa Fe New Mexican (Signature)

LEGAL # 88347

CITY OF SANTA FE

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All interested citizens are invited to attend this public hearing.

Kristine M. Mihelcic
City Clerk

Pub.: May 11, 18, 2021

To place a
Legal Notice
Call 986-3000

LEGAL # 88347

CITY OF SANTA FE

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Kristine M. Mihelcic
City Clerk

Pub.: May 11, 18, 2021

June 7, 2021 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from Vivac Winery LP for the following:

a) Persuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vivac Winery, 625 Canyon Road, Santa Fe, which is within 300 Feet of the Quaker Meeting House, SF Religous Society of Friends. 630 Canyon Road, Santa Fe.

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SANTA FE NEW MEXICAN

202 E. Marcy
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Invoice

VIVAC WINERY
PO Box 429
Dixon NM, 875270429

505-927-9077

Account Number: STVW

Ad ID: 13147

Ordered By:

Ad Cost: $117.90

Tax Amount: $9.94

Total Amount: $127.84

Amount Due: $127.84

PO Number:

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 166

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment

Product:

Placement:

Ad Size: 1.00 x 5.94"

Modular Size:

Color:

Run Dates:

05/11/21, 05/18/21

LEGAL # 88347

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

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a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vivac Winery, 625 Canyon Road, Santa Fe, which is within 300 feet of the Quaker Meeting House, SF Religious Society of Friends, 630 Canyon Road, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Winegrower 3rd Offsite Location to be located at Vivac Winery, 625 Canyon Road, Santa Fe.

All interested citizens are invited to attend this public hearing.

Kristine M. Mihelcic
City Clerk

Pub.: May 11, 18, 2021

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

VIA EMAIL

June 4, 2021

Chris Padberg
Vivac Winery, L.P.
P.O. Box 429
Dixon, New Mexico 87527

RE: Request from Vivac Winery, L.P. for a waiver of the 300 foot location restriction to allow the sale of alcohol, which is within 300 feet of the Quaker Meeting House, SF Religious Society of Friends, 630 Canyon Road and consideration of a request for a Winegrower 3rd Offsite Location Liquor License to be located at Vivac Winery, 625 Canyon Road, Santa Fe.

Dear Mr. Padberg:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, June 7, 2021, at 4:00 p.m. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their June 30, 2021 meeting.

Attached is a copy of the notice for the public hearing.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6521.

Sincerely,

Kristine Mihelcic (Jun 4, 2021 12:46 MDT)

Kristine M. Mihelcic
City Clerk

gfc

Enclosure

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: June 3, 2021

TO: Liquor Hearing Officer
Governing Body

VIA: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

Elias Isaacson
Eli Isaacson, Director, Land Use Department

FROM: Jason Sena, Zoning and Code Enforcement Supervisor

ITEM & ISSUE

Litter and noise impact assessment, due to a request from Vivac Winery, L.P. P.O. Box, 429, Dixon, New Mexico for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at ViVac Winery, 625 Canyon Road Santa Fe, which is within 300 feet of the Quaker Meeting House, SF Religious Society of Friends, 630 Canyon Road,

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Winegrower 3rd Offsite Location to be located at ViVac Winery, 625 Canyon Road.

BACKGROUND AND SUMMARY

It is not anticipated that there will be a substantial change in litter and noise because of this request.

City of Santa Fe, New- Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Wehbe, Mayor

Councilors:
Signe I. Lindell, Mayor ProTern, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*			P	P	P		P*	P*	P*	P [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	


CANYON RD
625 Canyon Road
RC8AC
GORMLEY LN

City of Santa Fe

Liquor License Request
Supplemental Information

John Romero, Traffic Engineer
Phone: 955-6638
jjromero1@santafenm.gov

Complete this form and return to cityclerks@santafenm.gov or City Clerk's Office, Room 215, 200 Lincoln Avenue.

1. Name of Applicant: Vivac Winery, LP
   D/B/A Name to be used: Ahmyo Wine Garden
   Physical location where license is to be used: 652 Canyon Road, Santa Fe, NM 87501
   Applicant Telephone Number: 505-927-9077

2. Type of liquor license request:
   __ New license (indicate type: Winegrower's Off Site License)
   __ Transfer of location (indicate type: _____)
   __ Transfer of ownership (indicate type: _____)
   __ Transfer of ownership and location (indicate type: _____)

3. Is this an existing business?
   ✓ Yes
   ___ No

4. Does the location where this license will be located currently sell liquor?
   ___ Yes
   ✓ No

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.

   _____

   If the hours of operation will change due to the sale of liquor, indicate the revised hours.

   _____

6. If this is a new business, indicate the anticipated hours of operation of the business.

   _____

7. If the answer to question #3 is yes, indicate the anticipated change in business volume due to the sale of liquor:
   ✓ Business is expected to increase (number of customers per day: 15)
   __ Business is expected to decrease (number of customers per day: _____)
   __ Business is expected to remain the same

8. If the answer to questions #3 is no, indicate the number of customers anticipated per day at the business.

   _____

9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk:
   2 Number of customers who drive
   30 Number of customers who walk

10. Has liquor ever been sold at this location?
    ___Yes
    ✓ No

11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.

    _____

12. Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved:
    ✓ Traffic can be expected to increase on adjacent streets.
    __ Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
    ✓ Yes
    ___No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
    ✓ Yes
    ___No

Name of person completing this form: Chris Padberg
Telephone number: 505-927-9077
Date: May 14, 2021

(For City Use Only)

Based upon the information provided above, staff has the following comments:

X It does not appear that the approval of this request will create any unacceptable traffic impacts.

___It appears that the approval of this request will create unacceptable traffic impacts (see comments below).

___Other comments: _____

By: Jan A. Padberg
Title: Engineering Division Director
Date: 5-27-21

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1186582 (NMRLD/AGD)
Name of Applicant: El Maria Bonita Restaurant, LLC
Doing Business As: El Maria Bonita
Proposed Location: 3565 Cerrillos Road, Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on June 6, 2021 at 4:00 PM by video hearing, on the application of El Maria Bonita Restaurant, LLC (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

Restaurant liquor license (beer and wine) wit on-premise consumption only.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby FINDS:

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. June 4, 2021 memo from City Clerk Kristine Mihelcic.
    b. April 8, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Tammy Sandoval to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. NMRLD/AGD Application No. 2359781
    d. September 29, 2020 zoning verification from Land Use Planner Senior John Neunuebel confirming that on-premises consumption of alcohol with patio service is a permitted use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    g. August 19, 2020 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    h. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
2. City Clerk Kristine Mihelcic presented the application.

3. Applicant was offered the opportunity to present testimony or evidence.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on May 10, 2021 and May 17, 2021 and on the City's website.
6. The Application is for a restaurant liquor license with on-premise consumption only, to be located at 3565 Cerrillos Road.
7. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
8. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
9. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
10. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all applicable City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.



06/11/2021

Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: June 4, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine Mihelcic (Jun 4, 2021 16:40 MDT)

Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from El Maria Bonita Restaurant, LLC for a Restaurant (Beer and Wine) Location Liquor License.

BACKGROUND AND SUMMARY

The applicant has requested a Restaurant Liquor License (beer and wine), with on-premise consumption only, to be located at El Maria Bonita, 3565 Cerrillos Road, Santa Fe. This location is not within 300 feet of a church or school.

Attached is a staff report regarding litter and noise. Staff does not anticipate a substantial change in litter and noise any unacceptable traffic impacts due to the approval of this request.

As a condition of doing business in the city, staff is recommending that it be noted that the applicant is required to comply with all City ordinances.

ACTION REQUESTED

Consideration of the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Certified Letter to Applicant
- Staff Reports

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

April 8, 2021

By Certified Mail No.: 9171 9690 0935 0078 6735 92

9171 9690 0935 0078 6735 92

City of Santa Fe
Attn: Kristine Bustos-Mihelcic, City Clerk
PO Box 909
Santa Fe, NM 87504-0909

2021 - CITY CLERK
2:09 PM

Lic. No. /Appl. No.:	**Application No. 1186582**
Name of Applicant:	El Maria Bonita Restaurant, LLC
Doing Business As:	El Maria Bonita
Proposed Location:	3565 Cerrillos Rd., Santa Fe, NM 87507

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Restaurant Beer and Wine License with on-premises consumption.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

_____

Tammy Sandoval
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: Tammy.Sandoval@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of Floor Plan

Tammy

AGO Stamp

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 Revised 5/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

AGO USE ONLY: Payment| Application Fee $ 200- Received on: 2-4-2021 Receipt No. 2359781

License Fee $ _____ Received on: _____ Receipt No. _____

Application # T191010 Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: ☒ New Restaurant Liquor License

Applicant is: ☐ Individual ☐ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual) **ADDRESS (including city, state, zip)** **TELEPHONE NUMBER**

EL MARIA BONITA RESTAURANT LLC

3565 CERRILLOS RD, SANTA FE, NM 87507

D/B/A Name to be used: EL MARIA BONITA RESTAURAN LLC **Business Phone #:** 505 4744919

Email Address (required): BLASSJAQUE2777@GMAIL.COM

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)

3565 CERRILLOS RD SANTA FE NM 87507

Mailing Address: 3565 CERRILLOS RD SANTA FE NM 87507

Agent/Contact Person: BLAS JAQUEZ **Phone#:** 5054400729 **Email:** blassjaque2777@gmail.com

Are alcoholic beverages currently being dispensed at the proposed location? ☐ Yes ☒ No If Yes, License # / Type: _____

I, (print name) BLAS JAQUEZ, as (title) OWNER being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: _____ Date: 01-29-2021

NOTARY PUBLIC USE ONLY: (State of NEW MEXICO, County of SANTA FE)

SUBSCRIBED AND SWORN TO before me this 29 day of JANUARY, 20

By: BLAS JAQUEZ Notary Public: SERGIO BOJORQUEZ

My Commission Expires: 01-30-2021

OFFICIAL SEAL
Sergio A Bojorquez
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 01/30/2021

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20_____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved MAR 25 2021

Signed by Director: _____ Date: _____

RECEIVED
FEB 04 2021
ALCOHOLIC BEVERAGE CONTROL

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ☒ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): LEROY MONTOYA - EL PAISANO PLAZA

B. Date and Term of Lease: JANUARY 5 2021 - 1 YEAR

3. Premises location is Zoned (*example C-1, see Zoning Statement*): ZONING STETEMENT,

☐ **Zoning Statement attached,** which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)

Name of Church: FREEDOM CHURCH Miles/feet: 4 MILES

Address/location of Church: 3732 CERRILLOS RD SANTA FE NM 87507

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)

Name of School KEARNY ELEMENTARY SCHOOL Miles/feet 1.7 MILES

Address/location of School: 901 AV. DE LAS CAMPANAS SANTA FE NM 87507

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one:* Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: 66.2

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☒ Restaurant ☐ Racetrack

☐ Small Brewer ☐ Craft Distiller ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

September 29, 2020

New Mexico Liquor Licenses, LLC
Attn: Kyla Stoker
2539 Wyoming Blvd. NE
Albuquerque, NM 87112

Subject: Zoning Verification for Taqueria Adelita's as Located at 3565 Cerrillos Road

Dear Ms. Stoker:

Pursuant to your inquiry, this letter provides zoning verification on the above referenced property. According to the Official Zoning Map this property is located within the C-2 General Commercial District.

14-4.3 (B) C-2 General Commercial District
The C-2 general commercial district includes areas along streets carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip commercial development, to preserve the carrying capacity of the streets and to provide for off-street parking and loading.

Eating and drinking establishments, including the serving of alcoholic beverages, are a permitted use within the C-2 General Commercial District.

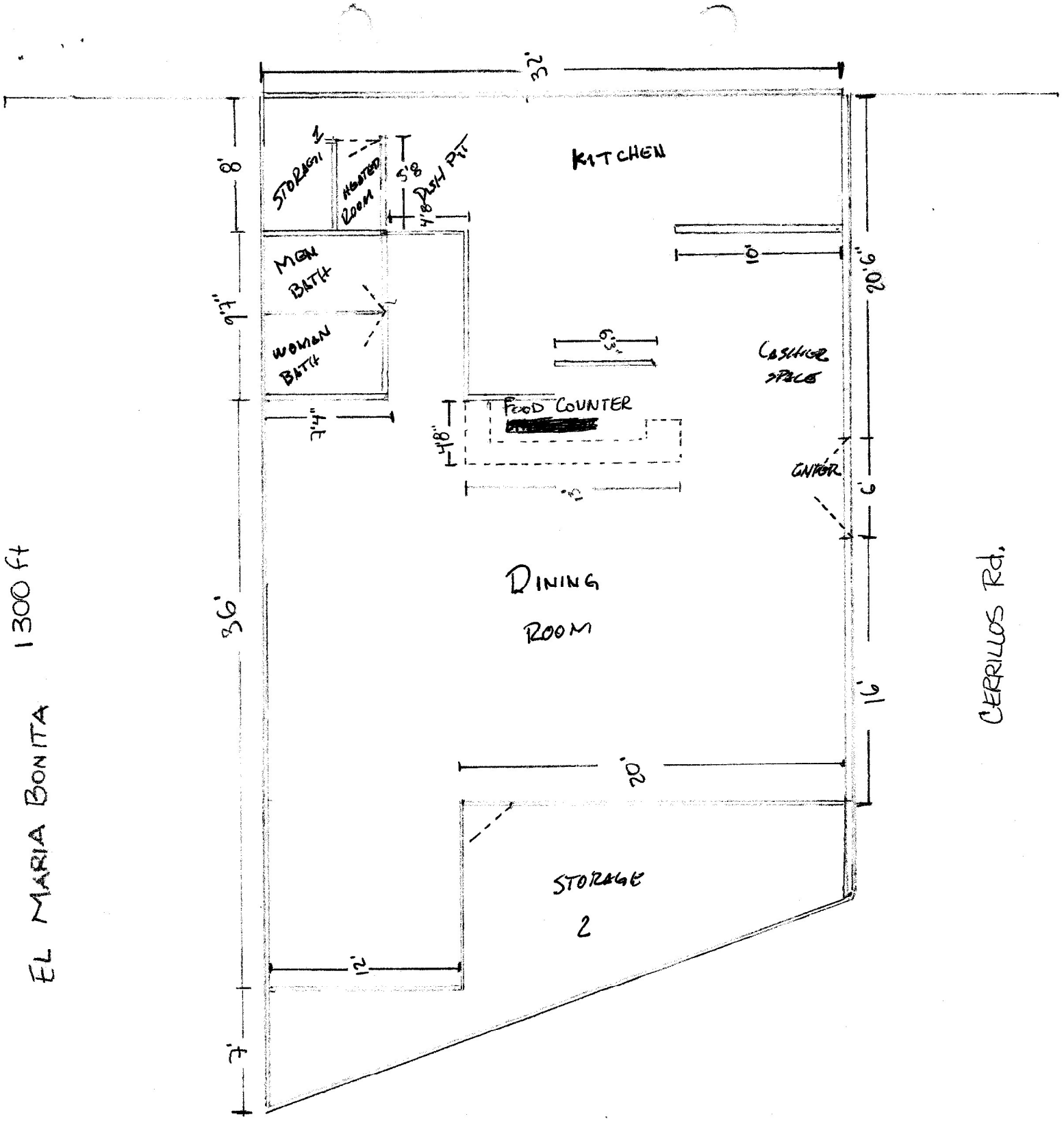
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses *http://clerkshq.com/default.ashx?clientsite=Santafe-nm.*

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have additional questions, please contact me at jcneunuebel@santafenm.gov or 505-955-6656.

J.Neunuebel
John Neunuebel, Planner Senior
Current Planning Division

RECEIVED
FEB 04 2021
ALCOHOLIC BEVERAGE CONTROL



ACCESSIBLE ENTRANCE
CONTRACTOR
FEB 04 2021
RECEIVED

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 7, 2021.

The purpose of this hearing is to discuss a request from El Maria Bonita Restaurant, LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at El Maria Bonita, 3565 Cerrillos Rd, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://www.santafenm.gov/weekly_meeting_list__agendas.

Kristine M. Mihelcic
City Clerk

Received by The Santa Fe New Mexican
Date: May 5, 2021
To Be Published: May 10, 2021 &
May 17, 2021

By _____
The Santa Fe New Mexican (Signature)

LEGAL # 88346

CITY OF SANTA FE

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/s/Kristine M. Mihelcic
City Clerk

Pub.: May 10, 17, 2021

June 7, 2021 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from El Maria Bonita Restaurant, LLC, for a Restaurant Liquor License (Beer and Wine) with on-premise consumption only, to be located at El Maria Bonita, 3565 Cerrillos Road, Santa Fe.

SANTA FE NEW MEXICAN

202 E. Marcy
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Invoice

EL MARIA BONITA RESTAURANT
3565 Cerrillos Rd
Santa Fe NM, 875072906

505-995-3829

Account Number: STEMBR

Ad ID: 13129

Ordered By:

Ad Cost: $89.30

Tax Amount: $7.53

Total Amount: $96.83

Amount Due: $96.83

PO Number:

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 113

Product:

Placement:

Ad Size: 1.00 x 4.38"

Modular Size:

Color:

Run Dates:

05/10/21, 05/17/21

LEGAL # 88346

CITY OF SANTA FE

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Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list_agendas.

/s/Kristine M. Mihelcic
City Clerk

Pub.: May 10, 17, 2021

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

VIA EMAIL

June 4, 2021

Blas Jaquez
El Maria Bonita Restaurant, LLC
3565 Cerrillos Road
Santa Fe, New Mexico 87507

RE: Request from El Maria Bonita Restaurant, LLC for a Restaurant (Beer and Wine) Liquor License to be located at El Maria Bonita, 3565 Cerrillos Road, Santa Fe.

Dear Mr. Jaquez:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, June 7, 2021, at 4:00 p.m. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their June 30, 2021 meeting.

Attached is a copy of the notice for the public hearing.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6521.

Sincerely,

Kristine Mihelcic
Kristine Mihelcic (Jun 4, 2021 14:02 MDT)

Kristine M. Mihelcic
City Clerk

gfc

Enclosure

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 7, 2021.

The purpose of this hearing is to discuss a request from El Maria Bonita Restaurant, LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at El Maria Bonita, 3565 Cerrillos Rd, Santa Fe.

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Kristine M. Mihelcic
City Clerk

Received by The Santa Fe New Mexican
Date: May 5, 2021
To Be Published: May 10, 2021 &
May 17, 2021

By _____
The Santa Fe New Mexican (Signature)

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
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Alan Webber, Mayor

Councilors:
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Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

DATE: May 21, 2021

TO: Liquor Hearing Officer
Governing Body

VIA: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

Elias Isaacson
Eli Isaacson, Director, Land Use Department

FROM: Jason Sena, Supervisor, Zoning & Code Compliance

ITEM & ISSUE

Litter and noise impact assessment, due to a request from El Maria Bonita Restaurant, LLC, for the following:

Pursuant to §60-6B-10 NMSA 1978, request from El Maria Bonita Restaurant, LLC, for a Restaurant Liquor License (beer and wine), with on-premise consumption only, to be located at El Maria Bonita, 3565 Cerrillos Road.

BACKGROUND AND SUMMARY

It is not anticipated that there will be a substantial change in litter and noise because of this request.

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	H
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*		
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*		
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P		
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*		
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]	
Restaurant - with drive-through/drive-up											P*		

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1187524 (NMRLD/AGD)
Name of Applicant: 4250 Group, LLC
Doing Business As: Flying Tortilla
Proposed Location: 4250 Cerrillos Road. Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on June 6, 2021 at 4:00 PM by video hearing, on the application of 4250 Group, LLC (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

Restaurant beer and wine liquor license with on-premise consumption only.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby FINDS:

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. June 4, 2021 memo from City Clerk Kristine Mihelcic
    b. April 19, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Desirae D. Griego to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval
    c. NMRLD/AGD Application No. 1187524
    d. October 15, 2020 zoning verification from Land Use Planner Senior Daniel A. Esquibel confirming that a beer and wine license is a permitted use.
    e. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    f. May 21, 2021 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    g. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
    h. City of Santa Fe Liquor License Request Supplemental Information
2. City Clerk Kristine Mihelcic presented the application.

3. Applicant was offered the opportunity to present testimony or evidence.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on May 6, 2021 and May 13, 2021 and on the City's website.
6. The Application is for a new license for an existing business in a location that does not currently serve liquor, but did previously sell liquor.
7. The business is expected to be open from 6:30 PM to 2:30 PM and serve 140 persons per day (125 driving, 15 walking).
8. Traffic is not expected to increase.
9. The Traffic Engineering Division has concluded that approval will not create unacceptable traffic impacts.
10. There will be no outdoor seating area.
11. The proposed location will not cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
13. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all applicable City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.



06/11/2021

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: June 4, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine Mihelcic
Kristine Mihelcic (Jun 4, 2021 17:23 MDT)

Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from 4250 Group, LLC for a Restaurant (Beer and Wine) Liquor License.

BACKGROUND AND SUMMARY

The applicant has requested a Restaurant Liquor License (beer and wine), with on-premise consumption only, to be located at Flying Tortilla, 4250 Cerrillos Road, Santa Fe. This location is not within 300 feet of a church or school.

Attached is a staff report regarding litter and noise. Staff does not anticipate a substantial change in litter and noise any unacceptable traffic impacts due to the approval of this request.

As a condition of doing business in the city, staff is recommending that it be noted that the applicant is required to comply with all City ordinances.

ACTION REQUESTED

Consideration of the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Certified Letter to Applicant
- Staff Reports

NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

April 19, 2021

Certified Mail No.: 7020 3160 0000 7224 0118

City of Santa Fe
% Geralyn F. Cardenas, Assistant City Clerk
PO Box 909
Santa Fe, NM 87504-0909

Lic. No. /Appl. No.:	**Application No. 1187524**
Name of Applicant:	4250 Group, LLC
Doing Business As:	Flying Tortilla
Proposed Location:	4250 Cerrillos Road, Santa Fe, New Mexico 87507

RCVD - CITY CLERK

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Restaurant Liquor License.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Desirae D. Griego

Desirae D. Griego
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4552 Fax: (505) 476-4595
Email: Desirae.Griego@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement

2/17/21

RECEIVED
FEB 17 2021
ALCOHOLIC BEVERAGE CONTROL

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 Revised 5/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

AGD USE ONLY: Payment| Application Fee $ MM Received on: 2-17-21 Receipt No. 2360521
License Fee $ _____ Received on: _____ Receipt No. _____
Application # 1187524 Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

Check appropriate boxes: **Application is for:** ■ New Restaurant Liquor License

Applicant is: ☐ Individual ■ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual) **ADDRESS** (including city, state, zip) **TELEPHONE NUMBER**

4250 Group, LLC 2335 Santa Barbara Drive SF NM 87505 505-424-1680

D/B/A Name to be used: Flying Tortilla **Business Phone #:** 505-424-1680

Email Address (required): mmyers@nmb-t.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
4250 Cerrillos Road Santa Fe New Mexico 87507

Mailing Address: 2335 Santa Barbara Drive SF NM 87505

Agent/Contact Person: Linda Aikin **Phone#:** 982-6224 **Email:** lla@cybermesa.com

Are alcoholic beverages currently being dispensed at the proposed location? ☐ Yes ■ No If Yes, License # / Type: _____

I, (print name) **Max Myers**, as (title) **member**
being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: Max Myers Date: 2-11-21

NOTARY PUBLIC USE ONLY: (State of NM, County of Santa Fe)
SUBSCRIBED AND SWORN TO before me this 11th day of February 2021
By: Max Myers Notary Public: Carie Fayle SEAL
My Commission Expires: 3/23/2023

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____

RECEIVED
ACD Stamp
FEB 17 2021
ALCOHOLIC BEVERAGE CONTROL

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ■ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): **La Quinta Investments, II**

B. Date and Term of Lease: **October 28, 2005**

3. Premises location is Zoned (*example C-1, see Zoning Statement*): **5 years with 2 options of 5 years**,
☐ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)
Name of Church: *Gospel Life Community Church* Miles/feet: *3000 feet*
Address/location of Church: *2520 Camino Entrada Santa Fe NM*

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)
Name of School *Santa Fe School for the Arts & Sciences* Miles/feet *3000 feet*
Address/location of School: *5912 Jaguar Drive Santa Fe NM*

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one*: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)
Miles: **65**

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ■ Restaurant ☐ Racetrack
☐ Small Brewer ☐ Craft Distiller ☐ Winery ☐ Wholesaler
☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

October 15, 2020

Andrew Vallejos, Director
Alcohol & Gaming Division
2550 Cerrillos Rd.
Santa Fe, NM 87505

RE: Zoning Verification for the 4250 Cerrillos Road (Flying Tortilla)

Dear Mr. Vallejos:

This is in response to a request for zoning verification on the above referenced property. According to the Official Zoning Map this property zoned SC3 (Regional Shopping Center District).

14-4.3(K) *"SC Planned Shopping Center Districts"* (Community Commercial)

For full listing of uses allowed in a *SC-3* District, reference Chapter 14 "Land Development", Article 14-6 "Permitted Uses and Use Regulations", Table 14-6-1-1 "Table of permitted Uses" (https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE_ART14-6PEUSUSRE_14-6.1LAUSCATAPEUS).

A *"Beer and Wine"* License is permitted in a SC-3 District located at 4250 Cerrillos Road (Flying Tortilla).

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. It is the intent of this letter to advise of the ordinances pertaining to the zone districts. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have any questions, please call me at 505-955-6587.

Daniel A. Esquibel
Planner Senior

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 7, 2021.

The purpose of this hearing is to discuss a request from 4250 Group, LLC., 2335 Santa Barbara Drive, Santa Fe for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Flying Tortilla, 4250 Cerrillos Road, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://www.santafenm.gov/weekly_meeting_list_agendas.

Kristine Mihelcic (Apr 30, 2021 15:54 MDT)

Kristine M. Mihelcic
City Clerk

Received by The Santa Fe New Mexican
Date: April 30, 2021
To Be Published: May 6, 2021 &
May 13, 2021

By _____
The Santa Fe New Mexican (Signature)

LEGAL # 88325

CITY OF SANTA FE
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/s/Kristine M. Mihelcic
City Clerk

Pub. : May 6, 13, 2021

June 7, 2021 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from 4250 Group, LLC for a Restaurant Beer and Wine License with On Premesis Consumption Only to be located at Flying Tortilla, 4250 Cerrillos Road, Santa Fe, NM 87507

SANTA FE NEW MEXICAN

202 E. Marcy
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Invoice

LINDA AIKIN
530B Harkle Rd
Santa Fe NM, 875054739

505-982-6224

Account Number: S5005

Ad ID: 13012

Ordered By:

Ad Cost: $90.60

Tax Amount: $7.64

Total Amount: $98.24

Amount Due: $98.24

PO Number:

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment

Product:

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 117

Placement:

Ad Size: 1.00 x 4.49"

Modular Size:

Color:

Run Dates:

05/06/21, 05/13/21

LEGAL # 88325

CITY OF SANTA FE
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Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list_agendas.

/s/Kristine M. Mihelcic
City Clerk

Pub. : May 6, 13, 2021

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

VIA EMAIL

June 4, 2021

Max Myers
4250 Group, LLC
4250 Cerrillos Road
Santa Fe, New Mexico 87507

RE: Request from 4250 Group, LLC for a Restaurant (Beer and Wine) Liquor License to be located at Flying Tortilla, 4250 Cerrillos Road, Santa Fe.

Dear Mr. Myers:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, June 7, 2021, at 4:00 p.m. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their June 30, 2021 meeting.

Attached is a copy of the notice for the public hearing.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6521.

Sincerely,

Kristine Mihelcic (Jun 4, 2021 16:58 MDT)

Kristine M. Mihelcic
City Clerk

gfc

Enclosure

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 7, 2021.

The purpose of this hearing is to discuss a request from 4250 Group, LLC., 2335 Santa Barbara Drive, Santa Fe for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Flying Tortilla, 4250 Cerrillos Road, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://www.santafenm.gov/weekly_meeting_list_agendas.

Kristine Mihelcic (Apr 30, 2021 15:51 MDT)

Kristine M. Mihelcic
City Clerk

Received by The Santa Fe New Mexican
Date: April 30, 2021
To Be Published: May 6, 2021 &
May 13, 2021

By _____
The Santa Fe New Mexican (Signature)

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
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Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: May 21, 2021

TO: Liquor Hearing Officer
Governing Body

VIA: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

Elias Isaacson
Eli Isaacson, Director, Land Use Department

FROM: Jason Sena, Zoning and Code Enforcement Supervisor

ITEM & ISSUE

Litter and noise impact assessment, due to a request from 4250 Group, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, request from 4250 Group, LLC, 2335 Santa Barbara Drive, Santa Fe for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Flying Tortilla, 4250 Cerrillos Road.

BACKGROUND AND SUMMARY

It is not anticipated that there will be a substantial change in litter and noise because of this request.

City of Santa Fe, New- Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Wehbe, Mayor

Councilors:
Signe I. Lindell, Mayor ProTern, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*			P	P	P		P*	P*	P*	P [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	

City of Santa Fe

Liquor License Request
Supplemental Information

John Romero, Traffic Engineer
Phone: 955-6638
jjromero1@santafenm.gov

Complete this form and return to cityclerks@santafenm.gov or City Clerk's Office, Room 215, 200 Lincoln Avenue.

1. Name of Applicant: 4250 Group, LLC
   D/B/A Name to be used: Flying Tortilla
   Physical location where license is to be used: 4250 Cerrillos Road
   Applicant Telephone Number: 982-6224

2. Type of liquor license request:
   X New license (indicate type: Restaurant beer and wine)
   __ Transfer of location (indicate type: _____)
   __ Transfer of ownership (indicate type: _____)
   __ Transfer of ownership and location (indicate type: _____)

3. Is this an existing business?
   X Yes
   ___ No

4. Does the location where this license will be located currently sell liquor?
   ___ Yes
   X No

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.
   6:30 a.m. to 2:30 p.m.

   If the hours of operation will change due to the sale of liquor, indicate the revised hours.
   No

6. If this is a new business, indicate the anticipated hours of operation of the business.

7. If the answer to question #3 is yes, indicate the anticipated change in business volume due to the sale of liquor:
   __ Business is expected to increase (number of customers per day: _____)
   __ Business is expected to decrease (number of customers per day: _____)
   _X_ Business is expected to remain the same

8. If the answer to questions #3 is no, indicate the number of customers anticipated per day at the business.

   _____

9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk:
   125 Number of customers who drive
   15 Number of customers who walk

10. Has liquor ever been sold at this location?
    X Yes
    ___No

11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.

Flying Tortilla 2007-2012 restaurant license 2016-2017 interlocal dispenser

12. Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved:
    __ Traffic can be expected to increase on adjacent streets.
    _X_ Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
    ___Yes
    _X_ No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
    ___Yes
    ___No

Name of person completing this form: Linda Aikin
Telephone number: 982-6224
Date: 5-12-21

(For City Use Only)

Based upon the information provided above, staff has the following comments:

_X_ It does not appear that the approval of this request will create any unacceptable traffic impacts.

___It appears that the approval of this request will create unacceptable traffic impacts (see comments below).

___Other comments: _____

By: Javier Rosado
Title: Engineering Division Director
Date: June 4, 2021

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1187675(NMRLD/AGD)
Name of Applicant: Markham Blankstein & Bottle, LLC
Doing Business As: Liu Liu LIu
Proposed Location: 1722 St. Michaels Drive, Santa Fe, NM 87505

THIS MATTER came before the Liquor License Hearing Officer for public hearing on June 14, 2021 at 4:00 PM by video hearing, on the application of Markham, Blankstein & Bottle, LLC (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

a) Consideration of a waiver of 300 foot location restriction from Milgaro Middle School.
b) Consideration of request for restaurant beer and wine liquor license to be located at Liu Liu Liu, 1722 St. Michaels Drove, Suite F Santa Fe, NM.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby FINDS:

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. June 14, 2021 memo from City Clerk Kristine M. Mihelcic
    b. April 7, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Charmaine Martinez to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. NMRLD/AGD Application No. 1187675
    d. Zoning verification from Lani McCulley confirming that full service restaurants with incidental alcohol service are a permissible use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    g. May 21, 2021 memo from Zoning and Code Enforcement Supervisor Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    h. Vicinity map

i. Santa Fe Land Development Code Table of Permitted Uses
j. City of Santa Fe Liquor License Request Supplemental Information

2. City Clerk Kristine Mihelcic presented the application.
3. Applicant was offered the opportunity to present testimony or evidence.
4. Santa Fe Public Schools General Counsel Joshua Granata appeared to explain that the SFPS Board had not yet acted on Applicant's request for approval, but that it would consider the matter at its June 17, 2021 meeting.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on May 14, 2021 and May 21, 2021 and again on June 10, 2021 (including the 300 foot waiver request) and on the City's website.
6. The Application is for a new license for an existing business in a location that does not currently serve liquor.
7. The business is expected to be open from 5PM to 9PM Tuesday through Sunday, and business is expected to remain the same.
8. The Applicant estimates that currently 10 customers drive and 5 customers walk, per day.
9. Traffic is not expected to increase.
10. The Traffic Engineering Division has concluded that approval will not create unacceptable traffic impacts.
11. There will be no outdoor seating area.
12. The proposed location will not cause a substantial change in litter or noise.
13. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico, if the waiver is granted.
14. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
15. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
16. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s

specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423

3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. As a condition of doing business in the city, Applicant is required to comply with all applicable City of Santa Fe ordinances.
2. Applicant shall request that the SFPS Board grant its approval of the waiver request, and Applicant shall provide written evidence of any action taken by the Board prior to this matter being heard by the Governing Body.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.

Christopher L. Graeser

Date: 06/17/2021

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: June 14, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from Markham Blankstein & Bottle, LLC for a waiver of the 300 foot location restriction and a request for a Restaurant Beer and Wine Liquor License.

BACKGROUND AND SUMMARY

The applicant has requested the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Liu Liu Liu, 1722 St. Michaels Dr., Suite F, Santa Fe, which is within 300 feet of the Milagro Middle School, 1720 Llano Street, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant Beer and Wine Liquor License to be located at Liu Liu Liu, 1722 St. Michaels Dr., Suite F, Santa Fe.

The applicant has requested a letter from the Santa Fe Public Schools in regards to their request for a waiver however, the Santa Fe Public Schools will not meet to discuss the applicants request until after this public hearing.

Attached are staff reports regarding litter, noise and traffic. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

Additionally, as a condition of doing business in the city, staff is recommending that it be noted that the applicant is required to comply with all of the city's ordinances.

ACTION REQUESTED

Consideration of the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Certified Letter to Applicant
- Staff Reports

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

April 7, 2021

Certified Mail No.: 9171 9690 0935 0155 2458 34

City of Santa Fe
Attn: Yolanda Vigil, Clerk
PO Box 909
Santa Fe, NM 87504-0909

RCVD - CITY CLERK
21 APR 12

Lic. No. /Appl. No.:	**Application No. 1187675**
Name of Applicant:	Markham Blankstein & Bottle, LLC
Doing Business As:	Liu Liu Liu
Proposed Location:	1722 St. Michaels Drive, Santa Fe, New Mexico 87505

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

C. Martinez

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of Floor Plan

2/23/21

AGD Stamp

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 Revised 5/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

AGD USE ONLY: Payment| Application Fee $ 200 Received on: 2-19-21 Receipt No. 2363027

License Fee $ _____ Received on: _____ Receipt No. _____

Application # 1157675 Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

***Check appropriate boxes*:** **Application is for:** ☒ New Restaurant Liquor License

Applicant is: ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual) **ADDRESS** (including city, state, zip) **TELEPHONE NUMBER**

Markham Blankstein & Bottle LLC

1722 St Michaels Dr. Suite F. Santa Fe, NM 87505 (505)428-0589

D/B/A Name to be used: Liu Liu Liu **Business Phone #:** 505-428-0589

Email Address (required): info@liuliuliurestaurant.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
1722 St Michaels Dr. Suite F. Santa Fe, NM 87505

Mailing Address: 1722 St Michaels Dr. Suite F. Santa Fe, NM 87505

Agent/Contact Person: Elizabeth Blankstein **Phone#:** 505-428-0589 **Email:** info@liuliuliurestaurant.co

Are alcoholic beverages currently being dispensed at the proposed location? ☐ **Yes** ☒ **No** If Yes, License # / Type: _____

I, (print name) Elizabeth Blankstein, as (title) Owner being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: _____ Date: 2-11-21

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe)

SUBSCRIBED AND SWORN TO before me this 11 day of February, 20 21

X By: Zayra Sanchez Notary Public: _____

My Commission Expires: July 23 2022

OFFICIAL SEAL
Zayra Sanchez
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: July 23, 2022

RECEIVED
FEB 10

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20_____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

ALCOHOLIC BEVERAGE CONTROL

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ■ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): **Nydes Properties SMV Ltd Co**

B. Date and Term of Lease: **08.01.2020- 08.01.2021 with additional 5 year lease option**

3. Premises location is Zoned (*example C-1, see Zoning Statement*): **SC-2**

☒ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)

Name of Church: Saint Anne Catholic Church Miles/feet: 0.8 miles

Address/location of Church: 505 Alicia St. Santa Fe NM 87501

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)

Name of School Milagro Middle School Miles/feet 0.2 miles

Address/location of School: 1720 Llano St. Santa Fe NM 87505

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one:* Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: **72 miles**

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FEB 19 2021
ALCOHOL BEVERAGE CONTROL

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas; The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ■ Restaurant ☐ Racetrack

☐ Small Brewer ☐ Craft Distiller ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

Liu Liu Liu Restaurant
1722 Saint Michael's Drive
Santa Fe, NM

RE: Zoning Verification for 1722 Saint Michael's Drive, Santa Fe, NM

Dear Mr. Markham,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned SC-2 Planned Shopping Center District.

(K) SC Planned Shopping Center Districts

(1) Purpose

(a) The purpose of the SC districts is to provide new neighborhood, community and regionalshopping centers. The SC-1, SC-2 and SC-3 districts are intended for a unified grouping,in one or more buildings , of retail establishments , stores and services that provide for the regular needs and convenience of familiesresiding in the adjacent residential neighborhoods or in the larger community.

Restaurant - full service, with or without incidental alcohol service is permitted in the SC-2 District.

For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses)

https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. **All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc..**

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FEB 19
ALCOHOLIC BEV CONTRO

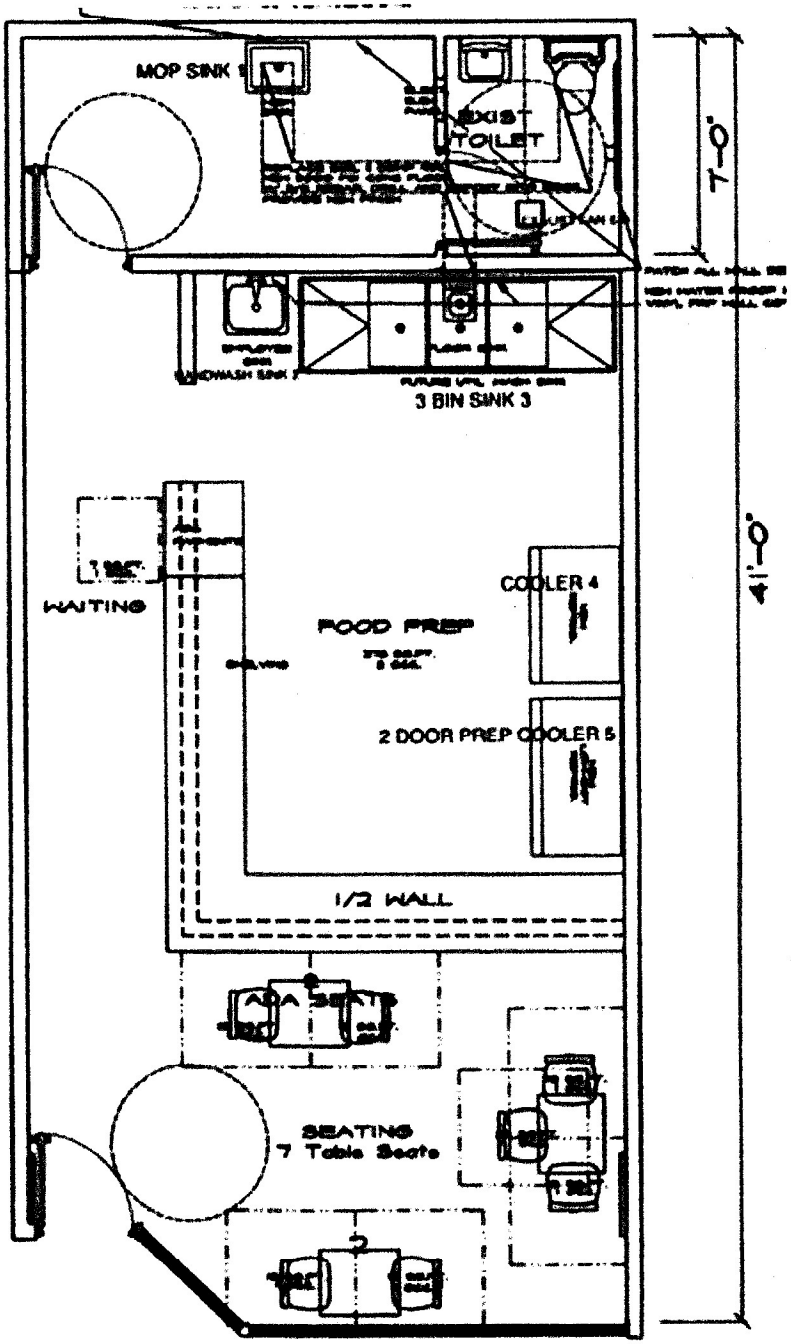
Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have any further questions, please contact me at ljmcculley@santafenm.gov or 505-955-6605.

Lani McCulley

3. Detailed Floor Plan with Photos

Elizabeth Blankstein
1722 St Michael's Dr, Ste F, Santa Fe, NM 87505
[redacted]



RECEIVED
FEB 19 2021
ALCOHOLIC BEVERAGE CONTROL

MAIN ST
(ST MICHAEL'S DR)

NORTH →

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 7, 2021.

The purpose of this hearing is to discuss a request from Markham Blankstein & Bottle, LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Liu Liu Liu, 1722 St. Michaels Drive, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://www.santafenm.gov/weekly_meeting_list__agendas.

Kristine M. Mihelcic
City Clerk

Received by The Santa Fe New Mexican
Date: May 11, 2021
To Be Published: May 14, 2021 &
May 21, 2021

By _____
The Santa Fe New Mexican (Signature)

LEGAL # 88389

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING

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/s/Kristine M. Mihelcic
City Clerk

Pub.: May 14, 21, 2021

LEGAL # 88389

CITY OF SANTA FE
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The purpose of this hearing is to discuss a request from Markham Blankstein & Bottle, LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Liu Liu Liu, 1722 St. Michaels Drive, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list_agendas.

/s/Kristine M. Mihelcic
City Clerk

Pub.: May 14, 21, 2021

June 14, 2021 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from Markham Blankstein and Bottle, LLC for the following:

a) a) Persuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Liu Liu Liu, 1722 St. Michaels Dr., Suite F Santa Fe, which is within 300 feet of Milagro Middle School, 1720 Llano Street, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration ofa request for a Restaurant Beer and Wine Liquor License, with on premise consumption only, to be located at Liu Liu Liu, 1722 St Michaels Dr., Suite F, Santa Fe.

SANTA FE NEW MEXICAN

202 E. Marcy
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Invoice

ELIZABETH BLANKSTEIN
1722 Saint Michaels Dr Ste F
Santa Fe NM, 875057650

505-428-0589

Account Number: STEB2

Ad ID: 13597

Ordered By:

Ad Cost: $89.30

Tax Amount: $7.53

Total Amount: $96.83

Amount Due: $96.83

PO Number:

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment

Product:

Placement:

Ad Size: 1.00 x 4.38"

Modular Size:

Color:

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 115

Run Dates:

05/14/21, 05/21/21

LEGAL # 88389

CITY OF SANTA FE
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Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 7, 2021.

The purpose of this hearing is to discuss a request from Markham Blankstein & Bottle, LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Liu Liu Liu, 1722 St. Michaels Drive, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list_agendas.

/s/Kristine M. Mihelcic
City Clerk

Pub.: May 14, 21, 2021

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 875040909

ACCOUNT:	S2460	
AD NUMBER:	15079	
LEGAL NO	88468	P.O.#:22100676
1 TIME(S)	74.80	
AFFIDAVIT	10.00	
TAX	7.16	
TOTAL	91.96	

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Shaundel Moya, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 88468 a copy of which is hereto attached was published in said newspaper 1 day(s) between 06/10/2021 and 06/10/2021 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 10th day of June, 2021 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 10th day of June, 2021

Notary Anne M Icenhower

Commission Expires: 2-20-22

OFFICIAL SEAL
Anne M Icenhower
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2-20-22

LEGAL #15079

LEGAL # 88468

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 14, 2021.

The purpose of this public hearing is to discuss a request from Markham Blankstein & Bottle, LLC, 1722 St. Michaels Dr., Suite F, Santa Fe, New Mexico 87501, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Liu Liu Liu, 1722 St. Michaels Dr., Suite F, Santa Fe, which is within 300 feet of Milagro Middle School, 1720 Llano Street, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant Beer and Wine Liquor License, with on premise consumption only, to be located at Liu Liu Liu, 1722 St. Michaels Dr., Suite F, Santa Fe.

The applicant has previously published a notice for this request however this notice is to include consideration of a waiver of the 300 foot location restriction.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list__agendas.

/s/ Kristine M. Mihelcic

City Clerk

Pub.: June 10, 2021

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

VIA EMAIL – info@liuliuliurestaurant.com

June 10, 2021

Elizabeth Blankstein
Markham Blankstein & Bottle LLC
1722 St. Michaels Drive, Suite F
Santa Fe, New Mexico 87505

RE: Request from Markham Blankstein & Bottle LLC for a waiver of the 300 foot location restriction to allow the sale of alcohol, which is within 300 feet of Milagro Middle School, 1720 Llano Street and consideration of a request for a Restaurant Beer and Wine Liquor License to be located at Liu Liu Liu, 1722 St. Michaels Drive, Suite F, Santa Fe.

Dear Ms. Blankstein:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, June 14, 2021, at 4:00 p.m. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their June 30, 2021 meeting.

Attached is a copy of the notice for the public hearing.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6521.

Sincerely,

Kristine M. Mihelcic
City Clerk

gfc

Enclosure

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: May 21, 2021

TO: Liquor Hearing Officer
Governing Body

VIA: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

Elias Isaacson
Eli Isaacson, Director, Land Use Department

FROM: Jason Sena, Zoning and Code Enforcement Supervisor

ITEM & ISSUE

Litter and noise impact assessment, due to a request from Markham Blankstein & Bottle, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, request from Mark Blankstein & Bottle, LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Liu Liu Liu, 1722 St. Michaels Drive.

BACKGROUND AND SUMMARY

It is not anticipated that there will be a substantial change in litter and noise because of this request.


1722 St. Michaels Drive
SC3 Zoned
LLANO ST
FIFTH ST

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*			P	P	P		P*	P*	P*	P [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	

City of Santa Fe

Liquor License Request
Supplemental Information

John Romero, Traffic Engineer
Phone: 955-6638
jjromero1@santafenm.gov

Complete this form and return to cityclerks@santafenm.gov or City Clerk's Office, Room 215, 200 Lincoln Avenue.

1. Name of Applicant: _____
   D/B/A Name to be used: _____
   Physical location where license is to be used: _____
   Applicant Telephone Number: _____

2. Type of liquor license request:

   ___ New license (indicate type: _____)
   ___ Transfer of location (indicate type: _____)
   ___ Transfer of ownership (indicate type: _____)
   ___ Transfer of ownership and location (indicate type: _____)

3. Is this an existing business?

   ___Yes
   ___No

4. Does the location where this license will be located currently sell liquor?

   ___Yes
   ___No

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.

   _____

   If the hours of operation will change due to the sale of liquor, indicate the revised hours.

   _____

6. If this is a new business, indicate the anticipated hours of operation of the business.

   _____

7. If the answer to question #3 is yes, indicate the anticipated change in business volume due to the sale of liquor:
   __ Business is expected to increase (number of customers per day: _____)
   __ Business is expected to decrease (number of customers per day: _____)
   __ Business is expected to remain the same

8. If the answer to questions #3 is no, indicate the number of customers anticipated per day at the business.

   _____

9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk:
   _____ Number of customers who drive
   _____ Number of customers who walk

10. Has liquor ever been sold at this location?
    ___Yes
    ___No

11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.

    _____

12. Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved:
    __ Traffic can be expected to increase on adjacent streets.
    __ Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
    ___Yes
    ___No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
    ___Yes
    ___No

Name of person completing this form: _____
Telephone number: _____
Date: _____

(For City Use Only)

Based upon the information provided above, staff has the following comments:

___It does not appear that the approval of this request will create any unacceptable traffic impacts.

___It appears that the approval of this request will create unacceptable traffic impacts (see comments below).

___Other comments: _____

_____

_____

By: _____

Title: _____

Date: _____

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1164773 (NMRLD/AGD)
Name of Applicant: Horno Restaurant, LLC
Doing Business As: Horno Restaurant
Proposed Location: 85 and 95 W. Marcy St. Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on June 29, 2021 at 4:00 PM by video hearing, on the application of Horno Restaurant, LLC (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

Restaurant liquor license (beer and wine) with on premise consumption.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby FINDS:

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. June 28, 2021 memo from City Clerk Kristine M. Mihelcic
    b. May 12, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Desirae Griego to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. NMRLD/AGD Application No. 1188863
    d. February 24, 2021 zoning verification from Land Use Planner Lani McCulley confirming that restaurant liquor license is a permitted use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    g. June 24, 2021 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    h. Vicinity map
    i. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
    j. City of Santa Fe Liquor License Request Supplemental Information

2. City Clerk Kristine Mihelcic presented the application.
3. Applicant was offered the opportunity to present testimony or evidence.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on May 29, 2021 and June 5, 2021 and on the City's website.
6. The Application is for a new license for an existing business in a location that does not currently sell liquor, although liquor was sold at the location in approximately 1990.
7. The business is expected to be open from 5PM to 10PM Monday through Saturday, adding 11:30 PM to 2 PM Tuesday through Saturday upon full staffing.
8. Business is expected to increase to 100 customers (50 driving, 50 walking)
9. There will be a fully enclosed outdoor seating area included in the licensed premises.
10. Traffic is expected to increase, however the Traffic Engineering Division has concluded that approval will not create unacceptable traffic impacts.
11. The proposed location will not cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
13. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.

4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. is required to comply with all applicable City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.



06/29/2021

_____ Date: _____

Christopher L. Graeser

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

May 12, 2021

Certified Mail No.: 7011 2970 0003 9315 7397

City of Santa Fe
% Geralyn F. Cardenas, Assistant City Clerk
PO Box 909
Santa Fe, NM 87504-0909

Lic. No. /Appl. No.: **Application No. 1188863**
Name of Applicant: Horno Restaurant LLC
Doing Business As: Horno Restaurant LLC
Proposed Location: 85 & 95 W. Marcy St., Santa Fe, New Mexico 87501

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Restaurant Liquor License.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Desirae D. Griego
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4552 Fax: (505) 476-4595
Email: Desirae.Griego@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement

3/5/21 RUS

8277 3421 2366188

ABC Stamp

New Mexico Regulation and Licensing Department | Alcoholic Beverage Control Division
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595 | **Page 1** Revised 2/20

ABC USE ONLY: Application Number: 1188863 Local Option District:

RECEIVED
MAR 04 2021
ALCOHOLIC BEVERAGE CONTROL

RESTAURANT LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

***Check appropriate boxes*:**

Application is for: ☒ New Restaurant Liquor License

Applicant is: ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual): Horno Restaurant LLC

ADDRESS: 95 W. Marcy St/85 W. Marcy **CITY** Santa Fe **STATE** NM **ZIP** 87501

APPLICANT PHONE #: 505-310-1065 **BUSINESS PHONE #:** 505 310 1065

D/B/A NAME TO BE USED: Horno Restaurant LLC

EMAIL ADDRESS (required): Dhsellers@msn.com

PHYSICAL LOCATION WHERE LICENSE IS TO BE USED: 95 W. Marcy St. / 85 W Marcy St.

CITY Santa Fe **STATE** NM **COUNTY** Santa Fe **ZIP** 87501

MAILING ADDRESS: 95 W. Marcy St. **CITY** Santa Fe **STATE** NM **ZIP** 87501

Agent/Contact Person: David Sellers **Phone#:** 505.310.1065 **Email:** Dhsellers@msn.com

Are alcoholic beverages currently being dispensed at the proposed location? ☐ **Yes** ☒ **No If Yes, License # / Type:**

I, (print name) David Sellers, as (title) owner / horno restaurant being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: Date: 2/21/21

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe)

SUBSCRIBED AND SWORN TO before me this 21st day of February, 2021

By: David Sellers Notary Public:

My Commission Expires: 11/26/2022

OFFICIAL SEAL
Ivan J Cornejo
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 11/26/2022

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: City, County, Village

Public Hearing held on _____, 20_____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOLIC BEVERAGE CONTROL DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____

ABC Stamp

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ☑ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

RECEIVED

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Mark Tanguay, Brad McNeely

MAR 04 2021

B. Date and Term of Lease: Signed 12/21/20 lease term 5 years

3. Premises location is Zoned (*example C-1, see Zoning Statement*): _____.

☐ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)

Name of Church: First Presbyterian Church Miles/feet: .20 miles

Address/location of Church: 208 Grant Ave Santa Fe NM 87508

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)

Name of School Carlos Gilbert Elementary School Miles/feet .40 miles

Address/location of School: 300 Griffin St. Santa Fe NM 87508

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one:* Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Lounge ☒ Restaurant ☐ Package Grocery ☐ Racetrack

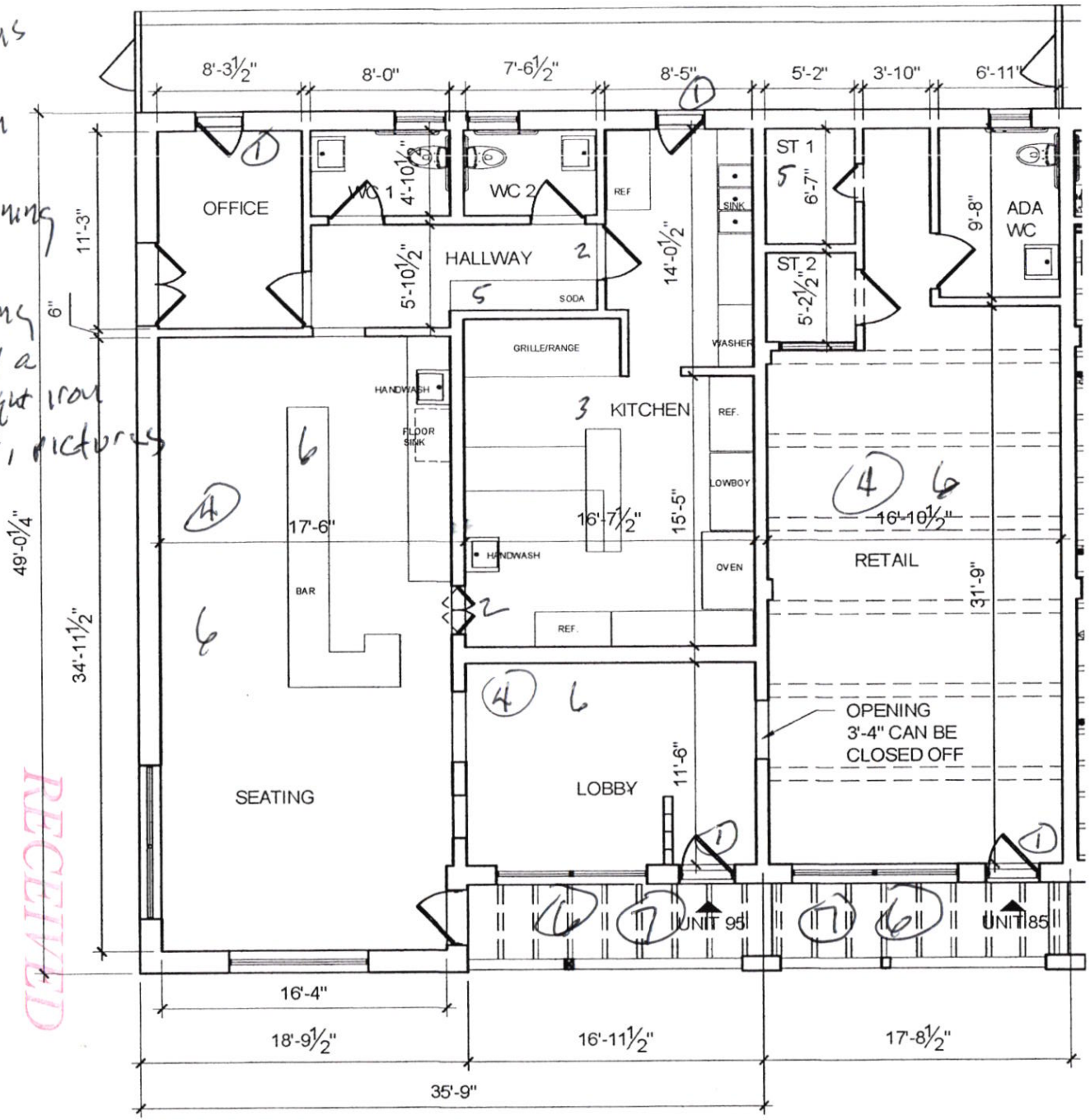
☐ Hotel ☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

1. Entrance/Exit
2. Kitchen Doors
3. Kitchen
4. Dining rooms
5. Storage
6. consumption Areas
7. outdoor dining

* outdoor dining is enclosed by a 4 Foot tall wrought iron fence w/gate, pictures enclosed

Floor Plan



UNIT 85	780 SF
RETAIL	560 SF NET
ST 1	34 SF NET
ST 2	26 SF NET
ADA WC	66 SF NET

UNIT 95	1,669 SF
LOBBY	191 SF NET
SEATING	583 SF NET
HALLWAY	88 SF NET
OFFICE	93 SF NET
WC 1	39 SF NET
WC 2	37 SF NET
KITCHEN	400 SF NET

Total SqFt. 2,449

NORTH

patio Sq. Ft. 175 sq ft

Total - 2624 sq ft.

RECEIVED
MAR 04 2021
ALCOHOLIC BEVERAGE CONTROL

Marcy St. / Main St.

OOR PLAN

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

RECEIVED
MAR 04 2021

February 24, 2021

Dave Sellers
Il Piatto Italian Farmhouse Kitchen
85 and 95 West Marcy Street
Santa Fe, NM 87501

RE: Zoning Verification for 85 and 95 West Marcy Street, Santa Fe, NM

Dear Mr. Sellers,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned BCD Business-Capitol District and is within the Marcy Townscape Subdistrict and the Downtown and Eastside Historic District.

14-4.3 (E) BCD Business-Capitol District

(1) Purpose

> *In recognition of the fact that the economic health of the city depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic well being while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the city.*

Development standards for the Townscape Subdistricts may be found within Santa Fe City Code, Chapter 14, Table 14-7.4(A)-1.

BCD Zoning permits bars, restaurants, lounges, retail sales of alcoholic beverages, wholesaling, distribution, and manufacturing. Permitted liquor licenses include but are not limited to: Restaurant, Club, Wholesaler (all), Manufacturer (all), Winegrower, Small Brewer, and Craft Distiller licenses.

Additionally, the entire property lies within the Downtown and Eastside Historic Overlay District. Please contact the Historic Preservation Division at 505-955-6661 regarding any questions associated with the Historic Overlay District.

For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc..

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have any further questions, please contact me at ljmcculley@santafenm.gov or 505-955-6605.

Lani McCulley
Land Use Planner
City of Santa Fe, New Mexico

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 28, 2021.

The purpose of this hearing is to discuss a request from Horno Restaurant LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Horno Restaurant LLC, 85 & 95 W Marcy Street, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://www.santafenm.gov/weekly_meeting_list_agendas.

Kristine M. Mihelcic
City Clerk

Received by The Santa Fe New Mexican
Date: May 25, 2021
To Be Published: May 28, 2021 & June 4, 2021

By _____
The Santa Fe New Mexican (Signature)

LEGAL # 88434

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 28, 2021.

The purpose of this hearing is to discuss a

Continued...

request from Horno Restaurant LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Horno Restaurant LLC, 85 & 95 W Marcy Street, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting

Continued...

List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list_agendas.

/s/Kristine M. Mihelcic
City Clerk

Pub.: May 29, June 5, 2021

To place a Legal Notice
Call 986-3000

Notice of Hearing

Published in Santa Fe New Mexican on June 5, 2021

Location

Santa Fe, New Mexico

Notice Text

06/05/2021 LEGAL # 88434 CITY OF SANTA FE NOTICE OF PUBLIC HEARING Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 28, 2021. The purpose of this hearing is to discuss a request from Horno Restaurant LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Horno Restaurant LLC, 85 & 95 W Marcy Street, Santa Fe. Virtual meeting information will be posted on the City of Santa Fes Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list__ agendas. /s/Kristine M. Mihelcic City Clerk Pub.: May 29, June 5, 2021

June 28, 2021 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe *

Request from Horno Restaurant, LLC for a Restaurant Liquor License (Beer & Wine) with on-premise consumption only, to be located at Horno Restaurant, 85 & 95 W Marcy Street, Santa Fe.

SANTA FE NEW MEXICAN

Founded 1849

Horno Resturant LLC
95 W Marcy St
Santa Fe, NM 875012047

ACCOUNT:	STHRL	
AD NUMBER:	14431	
LEGAL NO	88434	P.O.#:
2 TIME(S)	80.60	
AFFIDAVIT	10.00	
TAX	7.64	
TOTAL	98.24	

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Shaundel Moya, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 88434 a copy of which is hereto attached was published in said newspaper 2 day(s) between 05/29/2021 and 06/05/2021 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 29th day of May, 2021 and that the undersigned has personal knowledge of the matter and thngs set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 7th day of June, 2021

Notary Anne M Icenhower

Commission Expires: 2-20-22

OFFICIAL SEAL
Anne M Icenhower
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2-20-22

LEGAL #14431

LEGAL # 88434

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, June 28, 2021.

The purpose of this hearing is to discuss a request from Horno Restaurant LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Horno Restaurant LLC, 85 & 95 W Marcy Street, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list_agendas.

/s/Kristine M. Mihelcic
City Clerk

Pub.: May 29, June 5, 2021

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

VIA EMAIL

June 24, 2021

David Sellers
Horno Restaurant LLC
95 W. Marcy Street
Santa Fe, New Mexico 87501

RE: Request from Horno Restaurant LLC for a Restaurant (Beer and Wine) Liquor License to be located at Horno Restaurant LLC, 85 & 95 W. Marcy Street, Santa Fe.

Dear Mr. Sellers:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, June 28, 2021, at 4:00 p.m. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their June 30, 2021 meeting.

Attached is a copy of the notice for the public hearing.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6521.

Sincerely,

Kristine Mihelcic
Kristine Mihelcic (Jun 24, 2021 19:05 MDT)

Kristine M. Mihelcic
City Clerk

gfc

Enclosure

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: June 24, 2021

TO: Liquor Hearing Officer
Governing Body

VIA: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

Elias Isaacson 06/24/21
Eli Isaacson, Director, Land Use Department

FROM: Jason Sena, Supervisor, Zoning, and Code Compliance

ITEM & ISSUE

Litter and noise impact assessment, due to a request from Horno Restaurant LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, request from Horno Restaurant LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only, to be located at Horno Restaurant LLC, 85 & 95 W Marcy Street.

BACKGROUND AND SUMMARY

It is not anticipated that there will be a substantial change in litter and noise because of this request.

City of Santa Fe

Liquor License Request
Supplemental Information

John Romero, Traffic Engineer
Phone: 955-6638
jjromero1@santafenm.gov

Complete this form and return to cityclerks@santafenm.gov or City Clerk's Office, Room 215, 200 Lincoln Avenue.

1. Name of Applicant: David Sellers
   D/B/A Name to be used: Horno Restaurant LLC
   Physical location where license is to be used: 95 W. Marcy st. Santa Fe NM
   Applicant Telephone Number: 505.310.1065

2. Type of liquor license request:
   - [x] New license (indicate type: _____)
   - [ ] Transfer of location (indicate type: _____)
   - [ ] Transfer of ownership (indicate type: _____)
   - [ ] Transfer of ownership and location (indicate type: _____)

3. Is this an existing business?
   - [x] Yes
   - [ ] No

4. Does the location where this license will be located currently sell liquor?
   - [ ] Yes
   - [x] No

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.
   Monday - Saturday 5-10pm

   If the hours of operation will change due to the sale of liquor, indicate the revised hours.

6. If this is a new business, indicate the anticipated hours of operation of the business.
   Monday - Saturday 5-10 pm / Tues - Saturday 11:30 - 2 pm when we get staffed

7. If the answer to question #3 is yes, indicate the anticipated change in business volume due to the sale of liquor:
   - ✓ Business is expected to increase (number of customers per day: 50)
   - __ Business is expected to decrease (number of customers per day: _____)
   - __ Business is expected to remain the same

8. If the answer to questions #3 is no, indicate the number of customers anticipated per day at the business.

   _____

9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk:
   - 50 Number of customers who drive
   - 50 Number of customers who walk

10. Has liquor ever been sold at this location?
    - __ Yes
    - ✓ No Beer and wine, Yes

11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.

    1990 I think

12. Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved:
    - ✓ Traffic can be expected to increase on adjacent streets.
    - __ Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
    - ✓ Yes
    - __ No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
    - __ Yes
    - ✓ No

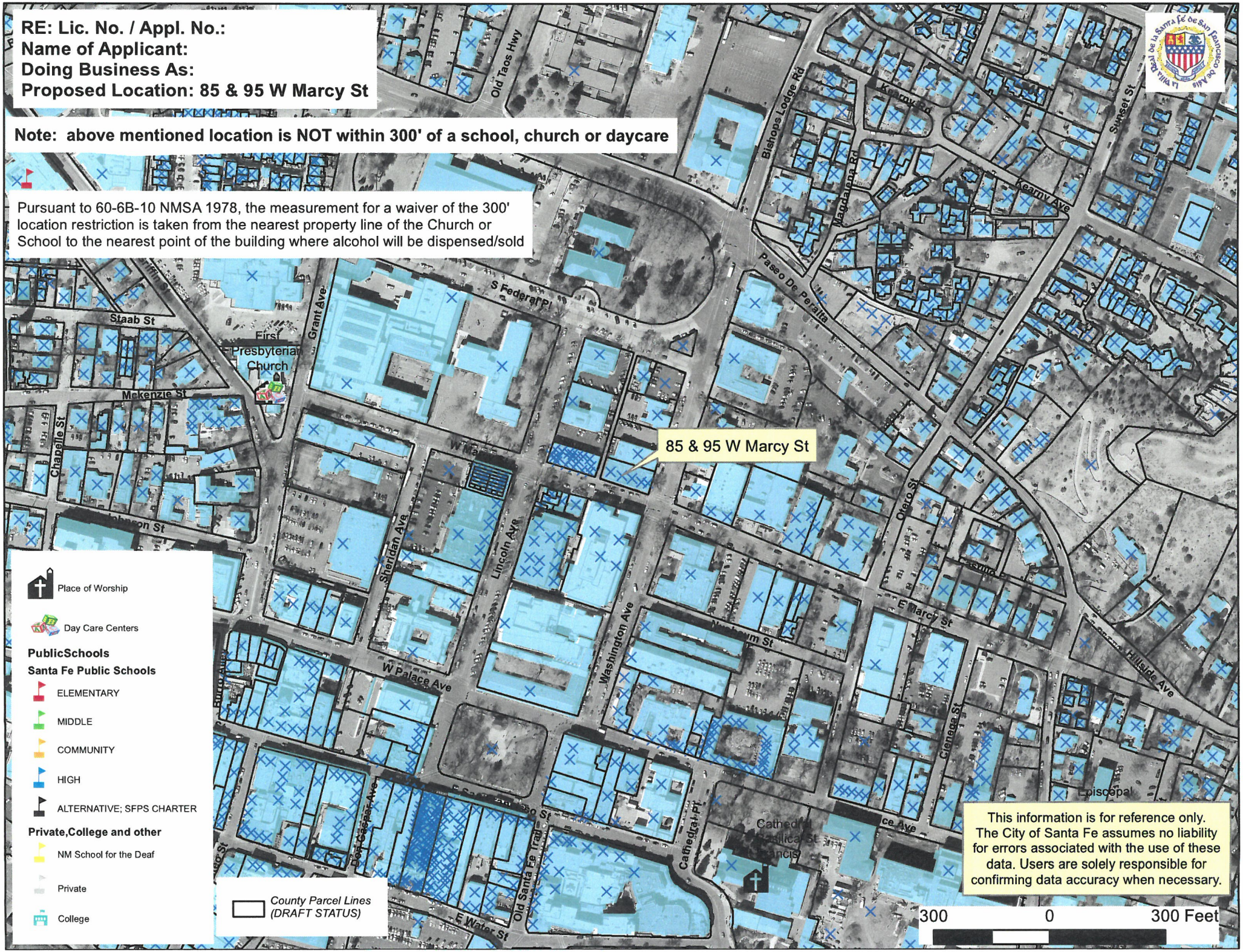
Name of person completing this form: David Sellers
Telephone number: 505.310.1061
Date: 6/22/21

(For City Use Only)

Based upon the information provided above, staff has the following comments:

- X It does not appear that the approval of this request will create any unacceptable traffic impacts.
- __ It appears that the approval of this request will create unacceptable traffic impacts (see comments below).
- __ Other comments: _____

By: Javier Rosado
Title: Engineering Division Director
Date: 6.24


RE: Lic. No. / Appl. No.:
Name of Applicant:
Doing Business As:
Proposed Location: 85 & 95 W Marcy St
Note: above mentioned location is NOT within 300' of a school, church or daycare
Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold
85 & 95 W Marcy St
Place of Worship
Day Care Centers
PublicSchools
Santa Fe Public Schools
ELEMENTARY
MIDDLE
COMMUNITY
HIGH
ALTERNATIVE; SFPS CHARTER
Private,College and other
NM School for the Deaf
Private
College
County Parcel Lines (DRAFT STATUS)
This information is for reference only. The City of Santa Fe assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.
300 0 300 Feet
Old Taos Hwy
Bishops Lodge Rd
Kearny Rd
Magdalena Rd
Kearny Ave
Sunset St
Paseo De Peralta
S Federal Pl
Grant Ave
Staab St
First Presbyterian Church
Mckenzie St
Chapelle St
Sheridan Ave
Lincoln Ave
Washington Ave
Otero St
E Marcy St
Hillside Ave
Cienega St
W Palace Ave
Burro Alley
Don Gaspar Ave
Old Santa Fe Trail
Cathedral Pl
Cathedral Basilica of St. Francis
Episcopal
E Water St

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*			P	P	P		P*	P*	P*	P [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

b) Request for Approval of Volunteer Station Agreement with the Boys and Girls Club of Santa Fe, No Financial Responsibility, for the Foster Grandparent Program; Boys and Girls Club of Santa Fe. (Anya Alarid, Volunteer Program Manager: aalarid@santafenm.gov, 505-955-4744).

Committee	**Review**:
Quality of Life Committee:	06/02/2021
Finance Committee:	06/21/2021
Governing Body: 06/30/2021	

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/02/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

Request for Approval of Volunteer Station Agreement with the Boys and Girls Club of Santa Fe, No Financial Responsibility, for the Foster Grandparent Program; Boys and Girls Club of Santa Fe. (Anya Alarid, Volunteer Program Manager: aalarid@santafenm.gov, 505-955-4744).

Committee Review:
Quality of Life Committee: 06/02/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

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: Councilor Garcia recused himself from this item due to a professional conflict of interest.

SEND To: Finance Committee; Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA			(recused)
COUNCILOR CASSUTT	X		

City of Santa Fe, New Mexico
Memorandum

DATE: May 18, 2021

TO: Governing Body

VIA: Kyra Ochoa, Community Services Department Director Kyra Ochoa
Gino Rinaldi, Senior Services Division Director

FROM: Anya Alarid, Volunteer Program Manager

ITEM AND ISSUE:
Request for the Approval of Memorandum of Understanding with the Boys and Girls Club of Santa Fe, No financial responsibility, Volunteer Station Agreement for the Foster Grandparent Program. Santa Fe Public Schools; Anya Alarid, Volunteer Program Manager: email aalarid@santafenm.gov, 505-955-4744.

BACKGROUND AND SUMMARY:

Attached for your signature is a Volunteer Station Agreement between the Boys and Girls Club of Santa Fe and the City of Santa Fe. Our Federal and State funding sources require we have these documents in place when providing volunteer services via our Foster Grandparent Volunteer Program. The Volunteer Station Agreement outlines the responsibilities for both the City as well as the volunteer stations. Please note that **compensation is not involved** in this memorandum.

PROCUREMENT METHOD:
N/A

CONTRACT NUMBER:
Munis contract number is 3202747

ACTION REQUESTED:
Senior Services respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202747**

Contractor: **Boys and Girls Club of Santa Fe**

Description: **Memorandum of Understanding with the Boys and Girls Club of Santa Fe. No compensation or financial responsibility involved. This is a volunteer station agreement for the Foster Grandparent Program for the Division of Senior Services.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2023**

☐ 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)
Memorandum of Understanding with the Boys and Girls Club of Santa Fe. No compensation or financial responsibility involved. This is a volunteer station agreement for the Foster Grandparent Program for the Division of Senior Services.

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

Fran Dunaway (May 20, 2021 14:21 MDT) May 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOU/ No Procuring of Services or funding.

4. **Funding Source: N/A** **Org / Object:** _____

Andy Hopkins (May 20, 2021 10:54 MDT) May 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

VOLUNTEER STATION AGREEMENT

This Volunteer Station Agreement ("Agreement") is made and entered into by and between Boys and Girls Club of Santa Fe (the "Volunteer Station") and the City of Santa Fe (the "Sponsor"). The date of this Volunteer Station Agreement shall be the date when it is executed by the Sponsor.

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

A. The Parties agree to abide by the attached basic provisions, which become part of this Agreement. The Sponsor representative who will serve as liaison with the Volunteer Station is Anya Alarid; DSS Program Manager; Foster Grandparent Program; 1121 Alto Street; Santa Fe, NM 87501; telephone number (505) 955-4744.

B. The Volunteer Station supervisor who will serve as liaison with the Sponsor and will be directly responsible for volunteer orientation and supervision is the Assistant Executive Director. Ms. Sarah Gettler, Assistant Executive Director, 6600 Valentine Way, Santa Fe, NM 87507; telephone number (505) 795-9901; is designated as the Volunteer Station Representative.

C. All Volunteers placed with the Volunteer Station by the Sponsor pursuant to this Agreement shall be required to abide by the Volunteer Station's policies and procedures, including procedures related to orientation, training and background checks for all Volunteers providing services for or on behalf of Volunteer Station.

D. Nothing herein shall be construed to create an employment relationship between the Volunteer Station and any Volunteer performing services hereunder. Sponsor acknowledges and agrees that any volunteer performing services hereunder shall not be entitled to any compensation, insurance, or benefits from the Volunteer Station, including without limitation, unemployment benefits and workers compensation.

E. Sponsor agrees that Volunteer Station may remove immediately from any Volunteer Station site or program any Volunteer who, in the sole judgment of Volunteer Station, presents a risk of harm or injury to himself/herself or any staff member, volunteer, student, family member or client of Volunteer Station.

I. BASIC PROVISIONS

A. The Sponsor will:

(1) Place approximately 2-4 Foster Grandparents to serve approximately 10 children with special or exceptional needs for a period of 10-20 hours per week with approval of the FGP Project Director in accordance with FGP guidelines.

(2) Recruit, interview, enroll and refer volunteers in the project.

(3) Provide periodic orientation to Volunteer Stations.

(4) Refer volunteers to the Volunteer Station for individual assignment.

(5) Furnish adequate accident and liability insurance coverage as required by FGP project guidelines.

(6) Retain full responsibility for the management and fiscal control of the project.

(7) Arrange for the transportation of all FGP volunteers to and from the Volunteer Station.

(8) Arrange physical examinations for all Foster Grandparents, initially prior to assignment, and annually thereafter.

(9) Within the limits of available resources and project policy, insure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.

(10) Specify activities to be performed by the volunteers under the direction of the Volunteer Station in cooperation with the FGP project guidelines as well as Sponsor's staff.

(11) Provide in-service training for volunteers at least once a month for four hours.

(12) Ensure a written Agreement is signed authorizing service by the Foster Grandparent and specifying volunteer activities to be performed.

(13) In cooperation with the project Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

B. The Volunteer Station will:

(1) Designate a coordinator to serve as liaison with the project.

(2) Provide supervision of volunteers while on site. The Volunteer Station will ensure the volunteers are not left unattended.

(3) Provide Foster Grandparents with assignments that utilize their skills and training.

(4) Assist Sponsor in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.

(5) Have the right to request the Sponsor to reassign volunteer.

(6) Provide for adequate health and safety protection of volunteers.

(7) Collect and validate appropriate volunteer reports for submission to the Sponsor.

(8) In consultation with the Sponsor, make investigations and reports regarding accidents and injuries involving volunteers.

(9) Obtain a written Letter of Agreement prior to assignment of Foster Grandparents in homes of children served, specifying volunteer activities to be performed. This Letter of Agreement will be signed by the Volunteer Station and the child's legal representative(s).

(10) Provide cash/in-kind contribution(s) in support of the project such as meals provided at the various Volunteer Stations.

(11) Boys and Girls Club of Santa Fe will make available a noon meal, five (5) days per week to participants of the City of Santa Fe Foster Grandparent Program during the term of this Agreement as in-kind services in lieu of cash reimbursement due to budget restraints thereby creating inter-generational activities both in the classroom and during lunch time.

II. TERM AND EFFECTIVE DATE

This Agreement is effective when signed by the Sponsor and will terminate on June 30, 2023, unless soon pursuant to Article III below.

III. TERMINATION

This Agreement may be terminated by the Sponsor upon 10 days written notice to the Volunteer Station.

The Volunteer Station shall render a final report of the services performed up to the date of termination and shall turn over to the Sponsor original copies of all work product, research or papers prepared under this Agreement.

IV. INDEMNIFICATION

The Volunteer Station shall indemnify, hold harmless and defend the Sponsor from all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, action or demand whatsoever arising from the Volunteer Station performance under this Agreement as well as the performance of the Volunteer Station's employees, agents, representatives and subcontractors, including payments to all attorneys' fees and costs.

V. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, 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 Claim Act, Section 41-4-1, et Seq. NMSA 1978, as amended. The Sponsor 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 limitations of liability pursuant to law. No provision in this AGREEMENT modifies or waves any provision of the New Mexico Tort Claim Act.

VI. RECORD AND AUDIT

The Volunteer Station 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 by the Sponsor, the Department of Finance and Administration, and the State Auditor. The Sponsor shall have the right to audit the billing both before and after payment.

VII. APPLICABLE LAW; CHOICE OF LAW; VENUE

Volunteer Station 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 Volunteer Station agrees that the laws of the State of 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.

VIII. NON-DISCRIMINATION

During the term of this Agreement, the Volunteer Station shall not discriminate against any employees or applicant for an employment position to be used in the performance of services by the Volunteer Station 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.

IX. AMENDMENT

This Agreement shall not be altered, changed or modified except by amendment in writing executed by the parties hereto.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC , CITY CLERK

VOLUNTEER STATION:
BOYS AND GIRLS CLUB OF SANTA FE

By:_____

Title:_____

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 18, 2021 15:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Exhibit A

Volunteer Placement

1. Under the direction of the Foster Grandparent Program (FGP) staff and the assigned Volunteer Station Supervisor, the volunteer will carry out the following duties, providing service to children in circumstances identified as limiting their academic, social, or emotional development in addition to the traditional children with special or exceptional needs.

A. Foster Grandparent assignments shall provide for Foster Grandparents to give direct services to one or more eligible children that:

B. Individuals served by Foster Grandparents must be children with special or exceptional needs.

C. Foster Grandparent must serve from 10 to 20 hours per week.

D. Assignments and activities should serve the dual purpose of providing a high quality experience that will enrich the lives of the volunteers and meet critical community needs, providing specific outcomes for the children served.

E. Foster Grandparents may assist small groups when, by doing so, they can continue to directly serve the needs of their assigned children.

Foster Grandparent Activities

1. Tutor/mentor between 3 to 5 teacher-identified children with special needs. Duties shall be agreed upon in the Child Care Plan.

2. Offer emotional support to child victims of abuse and neglect by providing love, encouragement and mentoring on a one-to-one basis.

3. Tutor children with low literacy skills.

4. Provide extra care and attention to children who have special or exceptional needs in order to improve their physical, mental, emotional and social development so they may grow to reach their maximum potential and become as independent as possible.

5. Serve children in school, day care, Head Starts, community programs and institutional programs.

.

SANTFEB-04 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2020

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

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

PRODUCER License # 0757776
HUB International Insurance Services (NMX)
518 8th Street
Las Vegas, NM 87701

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	16691
INSURER B : Great American Insurance Company of New York	22136
INSURER C : Great American Insurance Company - Canada	
INSURER D : New Mexico Security Insurance Company	15349
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
Santa Fe Boys & Girls Club
P O Box 2403
Santa Fe, NM 87504-2403

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		PAC073877204	6/1/2020	6/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	3,000,000
	X POLICY PRO-JECT | LOC						PRODUCTS - COMP/OP AGG	$	1,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			CAP073877303	6/1/2020	6/1/2021	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY | SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY | NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	1,000,000
	X EXCESS LIAB CLAIMS-MADE			UMB073877403	6/1/2020	6/1/2021	AGGREGATE	$	1,000,000
	DED | X | RETENTION $ 10,000							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					X | PER STATUTE | OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	15732126	2/14/2020	2/14/2021	E.L. EACH ACCIDENT	$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
E	Directors & Officers			652115685	6/1/2019	6/1/2021	Empl Practices		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 additional insured as respects property located at 6600 Valentine Way, Bldg A, Santa Fe, NM 87507

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Signature:

Email: gfcardenas@santafenm.gov

GB COMM DEV SF BOYS & GIRLS CLUB MOU

Interim Agreement Report 2021-05-21

Created:	2021-05-20
By:	Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAAW4wRZ6T16HcD8s0r6iYlEEz4K1Wzpq9

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB COMM DEV SF BOYS & GIRLS CLUB MOU" History

Document created by Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
2021-05-20 - 4:31:04 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-05-20 - 4:38:19 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-05-20 - 4:52:13 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-05-20 - 4:54:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-05-20 - 4:54:21 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-05-20 - 8:20:22 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-05-20 - 8:21:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to aclotero@santafenm.gov for signature
2021-05-20 - 8:21:33 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

v) Request Approval of Amendment #1 to Service Contract 20-0233 with American Fire Protection Group, Inc.; increasing the existing contract in the Amount of $63,274.06 including NMGRT from $271,093.75 to $334,367.81 for fire monitoring, inspections, repair and maintenance services throughout City Facilities (Caryn Grosse, Facilities Project Administrator, clgrosse@santafenm.gov, 505-955-5938)

Committee	**Review:**
Finance Committee:	6/21/2021
Public Works and Utilities Committee:	6/28/2021
Governing Body: 6/30/2021	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **March 25, 2021**

TO: **Governing Body**

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

FROM: **Michael Rodriguez, Facilities Division Director** MR
Curt E. Temple, Facilities Division Project Administrator CT

ITEM AND ACTION:
Request Approval of Amendment #1 to Service Contract 20-0233 with American Fire Protection Group, Inc; increasing the existing contract in the Amount of $63,274.06 including NMGRT from $271,093.75 to $334,367.81 for fire monitoring, inspections, repair and maintenance services throughout City Facilities (Curt E. Temple, Facilities Division Project Administrator, cetemple@santafenm.gov, 505-955-5937 Office / 505-795-2439 Mobile)

SUMMARY:
This Fire Monitoring, Inspections, Repair and Maintenance Services contract with American Fire Protection Group (AFPG) serves two purposes. The first purpose is to provide ongoing fire alarm monitoring and annual fire safety inspections at City facilities. The second purpose is to address deficiencies discovered during inspections. The original purchase order amount has been used for inspections and repairs and upgrades. Additional funds are needed to continue inspections and upgrades to City facilities.

Buildings included in the upgrade, monitoring and inspection portion of this contract include: Bicentennial Pool; City Hall; Siler Road Offices; Fire Stations 1, 3, 4, 5, 7, 8, 9 and 10; Fort Marcy; La Farge Library; Main Library; Siringo Complex; Waste Water; Transit Complex; Canyon Road Treatment Plant; Water Building; MRC Administration and Café buildings; Municipal Court; Police Administration building; Salvador Perez; and the Southside Library as well as a number of Midtown buildings including Fogelson Library, Southwest Annex, St Michael Hall shelter, King Hall recovery center and Garson Studios.

Amendment #1 will add funds to allow for the continued inspection and repairs of fire protection systems for City buildings to ensure that buildings comply with fire safety code.

Contract History:

Original:

1. Original contract 20-0233 for $271,093.75 approved 05/28/2020. In FY20, the Fire System inspection & repair was funded through Facilities Maintenance Operating PO# 22004848 - $192,095.00 of which $34,367.81 was expended. The remaining balance of $157,727.19 could not be utilized due to operational funding cuts in FY21. A new PO was established using 2018 GRT reallocation fund, PO #22101236 for $157,727.19 was established to support this effort (See attached spreadsheet to memo).

2. Proposed amendment #1 for $63,274.06 including applicable gross receipts taxes using 2018 GRT bond reallocation. This will increase original $271,093.75 contract, for total project funding of $334,367.81.

PROCUREMENT METHOD:
The procurement method is NM Statewide Price Agreement (NMSPA) #90-000-18-00020. This contract will expire in approximately three years on 3/30/2024.

CONTRACT NUMBER:
The existing FY21 Munis contract number is 3201821

BUDGET:
FY21 - increase existing PO #22101236 allocated from GRT reallocation for fire system inspection & repair citywide.
Project String: GRT18FMD
Munis Org Name/Number: 3359980
Munis Object Name/Number: 520100

SCHEDULE:
Public Works committee: 04/26/2021
Finance Committee: 05/03/2021
City Council: 05/12/2021

ATTACHMENTS:
Amendment #1 to Contract
American Fire Protection Group, Inc Existing Contract #20-0233
American Fire Protection Group, Inc Proposal
State Price Agreement #: 00-00000-20-00094
Contractor's Certificate of Professional Liability Insurance
City of Santa Fe Business License
Summary of Contract
Procurement Checklist

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

MEMORANDUM

Date: May 3, 2021

To: **American Fire Protection Group, Inc.**

Attn: **Jason Vaillancourt**

From: Fran Dunaway, CPO, CNBM, City of Santa Fe Purchasing Division

RE: GSA Contract **00-00000-20-00094 Facilities Maintenance & Management**

The City of Santa Fe by mutual agreement between the City and **American Fire Protection Group, Inc.** is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.

2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

☑ **I agree to extend and/or renew the above referenced GSA price agreement.**

☐ **I DO NOT agree to extend and/or renew the above referenced GSA price agreement.**

Kyle Connelly, Division Leader — jason.vaillancourt@AFP6USA.US
Print Name, Title — Email Address

Signature — AFP6
Company Name

5-3-2021 — 8904 Adams St NE Albuquerque NM 87113
Date — Address

Cc :Fran Dunaway, CPO
Procurement File

Munis Contract # 3201821

CITY OF SANTA FE
AMENDMENT No. 1 TO
CONTRACT
ITEM# 20-0233

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE CONTRACT, dated May 13, 2020 the "Agreement"), between the City of Santa Fe (the "City") and American Fire Protection Group, 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 professional fire safety services for 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 A of the Agreement is amended to increase the amount of compensation by a total of Sixty three thousand two hundred seventy four dollars and six cents ($63,274.06), including applicable gross receipts taxes and as described in Exhibit "A-1" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

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 Inspections, Certifications, Monitoring, Repair and Safety		$334,367.81

The total compensation under this Agreement shall not exceed **$334,367.81including applicable NMGRT (8.4375%).**

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:

~~ROBERT THOMPSON~~ Kyle Connelly
~~SERVICE LEADER~~, AFPG, INC. Division Leader

Date: 1-8-2021

ATTEST:

CRS #: 03-242279-00-2
Business License: 20-224159

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 4, 2021 08:01 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 3359980.520100

ITEM # 20-0233

City of Santa Fe Contract

Annual Fire Inspections, Certifications, Monitoring, Safety and Repair for City Facilities

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **American Fire Protection Group, Inc** 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 **American Fire Protection Group, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform miscellaneous inspections, certifications, monitoring, safety and repairs for Fire Alarm Systems, Fire Extinguishers, Kitchen Hood Systems, Fire Sprinkler Wet/Dry, Clean Agent Systems, Low Voltage Fire Protection Systems services for City Facilities via State Price Agreement #00-00000-20-00094 and more particularly described in "Exhibit A" attached hereto and made a part thereof from **American Fire Protection Group, Inc.**

3. **Compensation**

The City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed $250,000.00 plus applicable New Mexico Gross Receipts Tax annually.

Deliverable item:	U/I (unit of issue)	Price
01 Annual Fire Inspections, Certifications, Monitoring, Safety and Repair		$250,000.00

The total compensation under this Agreement shall not exceed **$271,093.75 including applicable NMGRT (8.4375%) annually.**

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 3/30/2024. This Agreement shall not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150through 152.

6. **Default and Force Maieure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice: City Opportunity to Cure.

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

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

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

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

8 **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature,

this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

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

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

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

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

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

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

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

41. **Notification**

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

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
American Fire Protection Group, Inc
8904 Adams Street, NE
Albuquerque, New Mexico 87113
(505) 298-8024 - Phone
(505) 298-8012 - Fax

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:
American Fire Protection Group, Inc
8904 Adams Street, NE
Albuquerque, New Mexico 87113
(505) 298-8024 - Phone
(505) 298-8012 - Fax

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: 5/28/2020

CONTRACTOR:
American Fire Protection Group, Inc

ROBERT THOMPSON
SERVICE LEADER

DATE: 3/11/2020

CRS#03-242279-00-2
Registration #224159

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK GB 5/13/20

CITY ATTORNEY'S OFFICE:

3/4/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

EXHIBIT A

AMERICAN
FIRE PROTECTION
GROUP, INC.

8904 Adams Street NE, Albuquerque, NM 87113
Phone 505-298-80241 Fax 505-298-8012 I afpgusa.com
License NM 84802

Thursday, February 20, 2020

J. Sam Burnett- Property Maintenance Manager
City of Santa Fe Public Works Dept.
Phone: 505.955.6853
Mobile: 505.795.2491
Email: jsburnett@santafenm.gov

State Contract # 00-00000-20-00094
GSA Contract #GS-21 F-0060W

Reference: Annual Service Agreement City of Santa Fe/ American Fire Protection Group

Service Agreement Terms & Conditions

We are pleased to offer the following pricing for service related calls for the Fire Alarm Systems, Fire Extinguishers, Kitchen Hood Systems, Fire Sprinkler Wet/Dry, Clean Agent Systems, Low Voltage Fire Protection Systems for the properties listed below. All work to comply with NFPA 72, latest edition, and all Local, State AHJ's. All work to be done under a "Blanket Purchase Order" of **Two Hundred and Fifty Thousand Dollars and Zero Cents.**

Included in This Proposal:

All City of Santa Fe Public Buildings
Not To Exceed Amount: $250,000.00 including applicable taxes

Scheduled Service Rate: $88.88/ per tech per hr (M-F 8am-4pm)
Emergency Service Rate: $177.76 per tech per /hr (Outside Normal Business Hours)

Parts/Materials Fire Alarm:
All parts/materials are at list -20%

Travel:
Travel charges for all trips are based on Google Map times for each facility. ***AFPG will attempt to schedule and send technicians with the shortest travel times to help the customer with travel costs.

Excluded in This Proposal:

- A Deficiency proposal will be provided for any repairs needed.
- Fire Watch
- Approved Repair parts. (Any parts over **$250.00** must be approved by City of Santa Fe Maintenance Dept, before purchasing)
  Applicable sales taxes

AMERICAN
FIRE PROTECTION
GROUP, INC.

8904 Adams Street NE, Albuquerque, NM 87113
Phone 505-298-80241 Fax 505-298-80121 afpgusa.com
License NM 84802

Thank you for the opportunity to quote your project. Should you have any further questions or concerns, please do not hesitate to call.

Sincerely,

R. Jason Vaillancourt
SHAD Sales
505.263.0720-C
A.F.P.G.
NM LIC 84802

ACCEPTANCE CLAUSE:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

BY: _____ DATED: _____

TITLE: _____

COMPANY: _____ PO#_____

Please provide a Purchase Order or Purchase Order # with this Acceptance Clause

EXHIBIT A

AMERICAN
FIRE PROTECTION
GROUP, INC.

8904 Adams Street NE, Albuquerque, NM 87113
Phone 505-298-80241 Fax 505-298-8012 I afpgusa.com
License NM 84802

Thursday, February 20, 2020

J. Sam Burnett- Property Maintenance Manager
City of Santa Fe Public Works Dept.
Phone: 505.955.6853
Mobile: 505. 795.2491
Email: jsburnett@santafenm.gov

State Contract # 00-00000-20-00094
GSA Contract #GS-21 F-0060W

Reference: Annual Service Agreement City of Santa Fe/ American Fire Protection Group

Service Agreement Terms & Conditions

We are pleased to offer the following pricing for service related calls for the Fire Alarm Systems, Fire Extinguishers, Kitchen Hood Systems, Fire Sprinkler Wet/Dry, Clean Agent Systems, Low Voltage Fire Protection Systems for the properties listed below. All work to comply with NFPA 72, latest edition, and all Local, State AHJ's. All work to be done under a "Blanket Purchase Order" of **Two Hundred and Fifty Thousand Dollars and Zero Cents.**

Included in This Proposal:

All City of Santa Fe Public Buildings
Not To Exceed Amount: $250,000.00 including applicable taxes

Scheduled Service Rate: $88.88/ per tech per hr (M-F 8am-4pm)
Emergency Service Rate: $177.76 per tech per /hr (Outside Normal Business Hours)

Parts/Materials Fire Alarm:
All parts/materials are at list -20%

Travel:
Travel charges for all trips are based on Google Map times for each facility. ***AFPG will attempt to schedule and send technicians with the shortest travel times to help the customer with travel costs.

Excluded In This Proposal:

- A Deficiency proposal will be provided for any repairs needed.
- Fire Watch
- Approved Repair parts. (Any parts over **$250.00** must be approved by City of Santa Fe Maintenance Dept, before purchasing)
- **Applicable sales taxes**

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BY: _____ DATED: _____

TITLE: _____

COMPANY: _____ PO#_____

Please provide a Purchase Order or Purchase Order # with this Acceptance Clause

GSD/PD (Rev. 9/20)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000127391
American Fire Protection Group
8904 Adams St. NE
Albuquerque, NM 87109

Telephone No. 505-298-8012
Email: Robert.Thompson@afpgusa.us

Price Agreement Number: **00-00000-20-00094**

Price Agreement Amendment No.: **One**

Term: **March 4, 2020 thru January 7, 2025**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Procurement Specialist: **Sandra Lujan**

Telephone No.: **(505) 827-0242**

Email: **sandrar.lujan@state.nm.us**

Title: **Facilities Maintenance & Management**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add GSA Memorandum (1-page attachment) to the awarded Price Agreement which was inadvertently omitted in error.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3/12/2020

MICHELLE LUJAN GRISHAM
GOVERNOR

KEN ORTIZ
CABINET SECRETARY

MARK HAYDEN
DIRECTOR
STATE PURCHASING DIVISION

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

March 9, 2020

MEMORANDUM

To: **American Fire Protection Group**

From: Mr. Mark Hayden, State Purchasing Agent

RE: Price Agreement for **00-00000-20-00094 Facilities Maintenance & Management**

Please be advised the State Purchasing Agent is willing to establish a Price Agreement based upon your willingness to extend your GSA pricing, terms and conditions based on Federal Supply Schedule **GS-21F-0060W** to the State of New Mexico subject to the following requirements:

1. Purchases based on 13-1-129 (A)(1) NMSA 1978 do not reflect actual purchases from a General Services Administration (GSA) contract, the vendor must agree to remit the 0.75% Industrial Funding Fee to the State of New Mexico, State Purchasing Division, on a quarterly basis to offset contract administration costs.

2. Along with submitting the required fee, the vendor must also agree to, and actually supply the State of New Mexico, State Purchasing Division a quarterly usage report broken out, at a minimum, to the state agency and local public body level in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

If you agree to the above conditions please sign at the space provided below and email back to **sandrar.lujan@state.nm.us**. If you have any further concerns please contact **Sandra Lujan at 505-827-0242.**

By signing this document you are certifying that you have the authorization to bind your company.

Your immediate attention to this matter is greatly appreciated.

American Fire Protection Group
Company Name

Robert Thompson
Print Name

Service Leader
Title

Signature

3/11/2020
Date

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000127391
American Fire Protection Group
8904 Adams St. NE
Albuquerque, NM 87109

Telephone No. 505-298-8012
Email: Robert.thompson@afpgusa.us

Price Agreement Number: **00-00000-20-00094**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: **Sandra Lujan**

Telephone No.: **505-827-0242**
Email: sandrar.lujan@state.nm.us

Invoice:

As requested by User

Title: **Facilities Maintenance & Management**

Term: **March 4, 2020 thru January 7, 2025**

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

New Mexico State Purchasing Agent

Date: 03/03/2020

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
sl RR

Establish a Price Agreement based on GSA Contract # **GS-21F-0060W** for description.

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
001	1	Ea.	(Facilities Maintenance & Management per)	

(GS-21F-0060W)

*** 1 Item Total ***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2021

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	CONTACT NAME: Willis Towers Watson Certificate Center
Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
American Fire Protection Group, Inc.
8904 Adams St. NE.
Albuquerque, NM 87113

COVERAGES **CERTIFICATE NUMBER:** W20060575 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GLO 8902940-01	12/31/2020	12/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 2,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP 8488453-01	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 8902941-01	12/31/2020	12/31/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 5,000,000 $ 5,000,000 $ 5,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 12/15/2020 WITH ID: W19289818.

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

CERTIFICATE HOLDER

City of Santa Fe Transit Division
2931 Rufina
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

Kit J. Hoover

© 1988-2016 ACORD CORPORATION. All rights reserved.

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 8902940-01	12/31/2020					

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within ten days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Commercial Auto Insurance

Endorsement

Insurance for this coverage is provided by: **Zurich American Insurance Company**

Policy Number: **BAP 8488453-01**

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within ten days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Endorsement

ZURICH

Policy No.	Eff. Date of Pol	Exp. Date of Pol.	Eff. Date of End	Producer	Add'l Prem	Return Prem
WC 8902941-01	12/31/2020					

WORKERS COMPENSATION AND EMPLOYERS LIABLITY INSURANCE POLICY

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within ten days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

Endorsement



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: AMERICAN FIRE PROTECTION GROUP
DBA: AMERICAN FIRE PROTECTION GROUP

Business Location: 3766 HAWKINS ST NE
ALBUQUERQUE, NM 87109

CRS Number: 03-242279-00-2

Owner: JEFF CROUCH

License Number: 224159

License Type: Business License - Renewable

Issued Date: January 20, 2021

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: January 20, 2022

Fees Paid: $10.00

AMERICAN FIRE PROTECTION GROUP
P.O. BOX 74008409 NE
CHICAGO, IL 60674-8409

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe
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 American Fire Protection Group, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $271,093.75

Termination Date: June 30, 2024

☑ Approved by Council Date: May 28, 2020

☐ or by City Manager Date:

Contract is for: Annual Fire Monitoring, Inspections, Repair and Maintenance Services

Amendment # 1 to the Original Contract# #20-0233 Munis 320182

Increase/(Decrease) Amount $ $63,274.06

Extend Termination Date to:

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for:

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

Amount $ 271,093.75 of original Contract# 3201821 Termination Date: 6/30/2024

Reason: Annual Fire Monitoring, Inspections, Repair and Maintenance Services

Amount $ 63,274.06 amendment # 1 Termination Date: 6/30/2024

Reason: To increase City building Inspections, Repairs and Installations

Amount $ amendment # Termination Date:

Reason:

Amount $ amendment # Termination Date:

Reason:

Total of Original Contract plus all amendments: $ $334,367.81

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 SPA# 00-00000-20-00094

6 **Procurement History:** Second year (4) year contract
example: (First year of 4 year contract)

Fran Dunaway (May 6, 2021 8:31 MDT)

Purchasing Officer Review

Comments or Exceptions: Amendment #1 to increase for FY21- to existing City Contract exp: 3/30/24

7 **Funding Source:** GRT Reallocation **BU/Line Item:** 3359980.520100

Andy Hopkins (May 4, 2021 13:41 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-795-2439

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 PROCUREMENT CHECKLIST

Contractor Name: American Fire Protection Group, Inc.

Procurement Title: Amendment #1 to Service Contract #20-0233 in the amount of $63,274.06

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 Facilities Staff Name Curt Temple

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: _____

Curt Temple	Project Administrator	2/22/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (May 6, 2021 08:31 MDT)	Chief Procurement Officer	May 6, 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.

*

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8e

Request Approval of Amendment No. 1 to Service Contract 20-0233 with American Fire Protection Group, Inc.; Increasing the Existing Contract in the Amount of $63,274.06 Including NMGRT from $271,093.75 to $334,367.81 for Fire Monitoring, Inspections, Repair and Maintenance Services throughout City Facilities. (Caryn Grosse, Facilities Project Administrator, clgrosse@santafenm.gov, 955-5938)

Committee Review:
Finance Committee: 06/21/2021
Public Works and Utilities Committee: 06/28/2021
Governing Body: 06/30/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/30/2021 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 FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

d) Request for Approval of a State of New Mexico Children, Youth and Families Department (CYFD) Amendment No. 1 to CYFD Agreement No. 21-690-3200-20846, City Contract #21-20846, to Update the Scope of Work to Reflect Updated Language, Update the Budget to Reflect Funding Information for Juvenile Justice Alternative to Detention Programs. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 505-955-6678)

Committee	**Review:**
Quality of Life Committee:	06/16/2021
Finance Committee:	06/21/2021
Governing Body: 06/30/2021	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **May 4 2021**

TO: **Mayor Alan M. Webber and City Council**
Quality of Life and Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Approval of a State of New Mexico Children, Youth and Families Department (CYFD) amendment no. 1 to CYFD professional services agreement no. 21-690-3200-20846 (City contract no. 21-20846) to the scope of work to reflect updated language and to the budget to reflect updated funding information for Juvenile Justice Alternative to Detention Programs in the City of Santa Fe.

No budget change to contract.

BACKGROUND AND SUMMARY:
The Children and Youth Commission (CYC) is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. In fall of 2019 the Santa Fe Regional Juvenile Justice Board merged with the CYC. The Commission is one of twenty continuum-sites statewide that focus on juvenile justice issues. The Commission is tasked yearly with grant management, program planning, service integration, data analysis and program evaluation on alternative to detention programs that serve youth at risk or youth offenders. The Commission collaborates with the City of Santa Fe Youth and Family Services for support and to enhance ongoing and upcoming projects.

In April 2021 CYFD sent a written confirmation that a scope of work change and budget change will be adjusted on each of their grantees contract.

The Scope of Work has been adjusted to reflect new data collection and reporting requirements through Sales Force, a CYFD designed database, as well as updating language throughout the contract.

The Budget has been adjusted to add language that funding for the Alternative to Detention program is coming from *state general funds.*

The annual CYFD funding will continue to be distributed as follows:

- Continuum and Board Activities: $ 20,291.00
- Strengthening Families: $ 27,720.00
- Intensive Community Monitoring: $ 26,440.00
- Gender Specific Programs: $ 11,880.00

To fulfill the conditions of the state grant the Youth and Family Services Division will coordinate services through the Children and Youth Commission which is outlined in the CYFD scope of work.

PROCUREMENT METHOD:
N/A the City of Santa Fe Community Services Department applied under a state healthcare exemption.

PROJECT LEDGER NUMBER: ALTERNDET

FUNDING SOURCE:
The funding source is:
Fund Name/Number: 223/ Juvenile Justice Fund
Munis Org Name/Number: 2230123/Juvenile Justice Programs
Munis Obj Name/Number(s): 510340/Other Consulting; 560550/In State Transportation; 562975/Stipends

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

Signature: Kyra Ochoa
Kyra Ochoa (May 4, 2021 11:29 MDT)

Email: krochoa@santafenm.gov

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
Agreement # 21-690-3200-20846
Amendment 1

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

PURPOSE OF AMENDMENT:

1. Amend Attachment 1 – Scope of Work to reflect updated language throughout.
2. Amend Attachment 2 – Budget to reflect updated Funding Information.

Attachment 1 – Scope of Work is hereby amended to read as follows:

Attachment 1 – Scope of Work
City of Santa Fe

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Community Advisory Board (CAB)", as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in the City of Santa Fe to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State's youth; and
8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.

B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
   1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
   2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
   3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
   4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
   5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
   6. Provide the Agency standardized progress reports monthly;
   7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
      a. accomplishments/milestones achieved during this Agreement period;
      b. reporting on program specific performance measures and related outcomes;
      c. statements regarding obstacles and progress made;
      d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and

e. provide plan for sustainability of programs/services.

8. Attend meetings as required by the Agency.

C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2022, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:

1. Strengthening Families;
2. Intensive Community Monitoring; and
3. Gender Specific.

Duties and Responsibilities:

The Contractor shall:

A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.

B. The Contractor agrees that funds received under this award will not be used to supplant state or 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 program activities.

C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.

D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

E. Attend meetings and trainings as required by the Agency.

F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.

G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.

H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's

discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

I. Submit activities and supporting documentation in the Salesforce Platform to the Agency by the fifteenth (15th) day of each month. At a minimum, invoice documentation must include:

1. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, match and proof of payment.

J. The data required shall be determined by the Agency.

K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.

L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.

N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency	**Contractor**
Consuelo Garcia	Julie Sanchez
Grant Management Unit Grant Manager	Youth & Family Services Division
Children, Youth and Families Department	Director
P.O. Drawer 5160, Room 541	City of Santa Fe
Santa Fe, NM 87502	500 Market St, Ste. 200
(P) 505-470-7494	Santa Fe, NM 87504
	(P) 505-955-6678

O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final

payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. “Federal Leadership on Reducing Text Messaging While Driving”, 74 Fed. Reg. 51225 (October 1, 2009).

V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at http://www.ojp.usdoj.gov/funding/ojptraininggiudingprinciples.htm.

W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

X. CYFD fingerprint-based criminal background checks for all staff, volunteers, and subcontractors are completed prior to directly working with youth, as required by 8.8.3 NMAC.

The Agency shall:

A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.

B. Provide information and/or make referrals for training and technical assistance.

C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

D. The Agency will review:

1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.

2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.

3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection (Salesforce):

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
B. Race/Ethnicity;
C. Population Served:
    1. At-Risk Youth;
    2. First Time Offender;
    3. Repeat Offender;
    4. Sex Offender;
    5. Status Offender; and
    6. Violent Offender.
D. Youth Currently in Detention;
E. Gender:
    1. Male;
    2. Female; or
    3. Transgender.
F. Month and Year of Birth;
G. Geographic Location:
    1. Urban;
    2. Tribal;
    3. Rural; or
    4. Frontier.
H. Other Population Information:
    1. Mental Health;
    2. Substance Abuse;
    3. Truant/Dropout; or
    4. Pregnant.
I. Surveys:
    1. A Youth and Staff Survey will be conducted for each youth and recorded into the Salesforce Platform upon completion of each program;
    2. Continuums will enter results into provided platform and maintain a hardcopy on file for audit purposes.

Core Measures:

A. New youth admissions during this reporting period;
B. Number of program youth carried over from previous reporting period;
C. Total number of youth in the program;
D. Total number of youth who exited the program during the reporting period;
E. Number of youth who exited the program having completed the program requirements during the reporting period;
F. Percent of youth who successfully completed the program;
G. How many youth is your program designed to serve;
H. Number of current program youth who had an arrest during the reporting period;
I. Number of current program youth who were committed to a juvenile facility during the reporting period;

J. Number of program youth who had a re-arrest during the reporting period;
K. Number of program youth who were re-committed during the reporting period;
L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
M. Number of program youth with gang activity; and
N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

A. Strengthening Families Program:
   1. Increased academic success measured by parents, school and student reports;
   2. Increased school engagement;
   3. Increased behavioral component;
   4. Decreased alcohol use;
   5. Decreased drug use; and
   6. Increased parent-child relationship.

B. Intensive Community Monitoring Program:
   1. Decreased recidivism; and
   2. Less time served in detention during the follow-up period of seven hundred ninety (790) days.

C. Gender Specific:
   1. Decreased drug use;
   2. Increased social competence (both parent and teacher observed);
   3 Increased cumulative GPA; and
   2. Student attitude toward drug use.

Local Site-Specific Performance Measures:

A. Strengthening Families Program:
   1. Parent competence and engagement in school;
   2. Student substance abuse related risk;
   3. Increased attendance measured by five percent (5%) increase in attendance, five percent (5%) increase in grades and five percent (5%) promotion to next grade;
   4 Academic success; and
   5. Targeted negative behavior reduction.

B. Intensive Community Monitoring Program:
   1. Decrease of five percent (5%) in negative criminal behavior;
   2. Increase of five percent (5%) in grades, attendance and overall behavior in school or educational setting;
   3. Decreased number of contacts made with each client;
   4. Number of clients who successfully complete the program requirements; and
   5. Reduced recidivism six (6) months after exiting the program

C. Gender Specific:
1. Reduced bullying and other negative behaviors among both genders;
2. Reduced body image issues;
3. Increased team building;
4. Increased understanding that both genders have similar issues that need to be addressed and remedied; and
5. Increased attendance at school, better grades and better behavior.

Attachment 2 – Budget is hereby amended to read as follows:

Attachment 2 – Budget
City of Santa Fe

A.	Continuum and Board Activities:					
	Continuum Coordinator	$22	x	700 Hours	=	$15,400
	Travel				=	480
	Youth Committee Members				=	300
	5% Program Support				=	4,111
						$20,291
B.	Strengthening Families Program:					
	Based on serving 50 Youth					
	Youth Group	$165	x	84 Session	=	$13,860
	Adult Group	$165	x	60 Session	=	13,860
						$27,720
C.	Intensive Community Monitoring Program:					
	Based on serving 34 Youth					
	Intake/Assessment	$65	x	34 Youth	=	$2,210
	Case Management	$40	x	306 Hours	=	12,240
	Family Support	$40	x	136 Hours	=	5,440
	Home Visit	$40	x	100 Visits	=	4,000
	Discharge Plan	$75	x	34 Youth	=	$2,550
						$26,440
D.	Gender Specific:					
	Based on serving 50 Youth					
	Girls Circle	$165	x	32 Circles	=	$5,280
	Boys Council	$165	x	40 Sessions	=	6,600
						$11,880
	Total Grant Award not to exceed:					**$86,331**

The Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	$86,331
40% Minimum Match Liability for City of Santa Fe	$34,532
Projected Budgeted Amount	$120,863

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY22: July 1, 2021 through June 30, 2022:
The total amount of the contract for FY22 shall not exceed $86,331.00

State General Fund: FY21: $86,331.00
State General Fund: FY22: $86,331.00
State General Fund: FY23: $86,331.00
State General Fund: FY24: $86,331.00
Total = $345,324.00

All other articles of this Agreement remain the same.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

CONTRACTOR – City of Santa Fe

_____ Date:_____
Authorized Signatory

_____
Alan Webber, Mayor
Printed Title of Authorized Signatory

Date:_____

Attest:_____
City Clerk

Marcos Martinez
Marcos Martinez (May 3, 2021 08:05 MDT)

Date: May 3, 2021

_____
Legal Counsel, Contractor

Date:_____

_____
Finance Director

Agency – New Mexico Children, Youth and Families Department

Date:_____

_____
Secretary or Designee, CYFD

Date:_____

_____
Chief Financial Officer, CYFD

Approval as to legal form and sufficiency.

Date:_____

_____
Office of General Counsel, CYFD

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
AGREEMENT No. 21-690-3200-20846

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency," and **City of Santa Fe** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency designated to receive and administer federal funds and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement
THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work
The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

If applicable to the performance of the scope of work herein (direct service delivery to a child or other care recipient by staff and employees of child-care facilities, including every facility or program having primary custody of children for twenty hours or more per week, juvenile treatment facilities, and direct provider of care for children in the following settings: Children's behavioral health services and licensed and registered child care, including shelter care), or if the performance of the scope of work places Contractor in the position of coming into contact with client data, Contractor and its staff and employees, and other prospective subcontractors are required to obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC - Rp, 8.8.3.2 NMAC, 03/31/06.

ARTICLE III. Limitation of Cost
The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable to the Contractor under this Agreement shall not exceed **Three Hundred Forty Five Thousand Three Hundred Twenty Four Dollars and Zero Cents ($345,324.00).** The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. 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.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. 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.

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 Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency'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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or receipt by either the Agency 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 Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new short-term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

A. 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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

B. If Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.

C. If the Contractor receives more than $250,000 in federal funding, or more than $750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.

E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.

F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room
103 Santa Fe, New Mexico
87501

G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

ARTICLE IX. 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 Agency.

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

ARTICLE X. Amendments

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 Agency 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 VI herein, or to agree to the reduced funding.

ARTICLE XI. 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 Agency.

ARTICLE XII. 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 exclusive 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.

ARTICLE XIII. Acquisition of Property
The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability
Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents
The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance
The Contractor agrees to abide by 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. 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.

ARTICLE XVIII. 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 Agency.

ARTICLE XIX. Lobbying Certification
The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been

paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the 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.

ARTICLE XX. New Mexico Employees Health Coverage

(Governmental entities are excluded from this provision)

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 those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of 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 of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs.

ARTICLE XXI. Background Checks

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. The Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member’s personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

ARTICLE XXII. Product of Service -- Copyright.

A. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency 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.

B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the Agency, except to fulfill the provisions of the Scope of Work under this agreement.

ARTICLE XXIII. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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.

ARTICLE XXIV. Property

A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this agreement, it shall use the proceeds to repair or replace the Agency property.

ARTICLE XXV. Licensure

If required for the performance of the Scope of Work herein, the Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal

appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Fiscal and Administrative Standards. Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
- https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal- awards
- State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
- http://www.nmdfa.state.nm.us/Manuals.aspx
- The State of New Mexico State Auditor, State Audit Rule
- http://www.saonm.org/state_auditor_rule
- Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.
- Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,
- FASB and AICPA Statements and Professional Pronouncements.
- U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).
- FASB and AICPA Statements and Professional Pronouncements.

D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

i. CFDA Number –XXX_____. OR N/A

ii. Program Title –XXX_____. OR N/A

iii. AGENCY/OFFICE –XXX_____. OR N/A

iv. GRANT NUMBER –XXX_____. OR N/A

2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is XXX_____. OR N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

3. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

4. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

5. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – City of Santa Fe

Alan M. Webber, Mayor — Date: _____

Attest:
Yolanda Y. Vigil, City Clerk — Date: _____
GB 07/08/20

City Attorney's Office:
Marcos Martinez
Senior Assistant City Attorney — Date: _____

Approved for Finances:
Mary McCoy, Finance Director — Date: _____

Agency – New Mexico Children, Youth and Families Department

Terry L. Locke
Digitally signed by Terry L. Locke
Date: 2020.07.27 12:34:47 -06'00'
Secretary or Designee, CYFD — Date: _____

Phillipe Rodriguez
Digitally signed by Phillipe Rodriguez
Date: 2020.07.24 15:14:36 -06'00'
Chief Financial Officer, CYFD — Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, CYFD — Date: 7/20/2020

Attachment 1 – Scope of Work
City of Santa Fe

Goal:
To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:
To provide a continuum of cost effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:
The Contractor shall:

A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Community Advisory Board (CAB)", as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in the City of Santa Fe to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State's youth; and
8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.

B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;

2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
6. Provide the Agency standardized progress reports monthly;
7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
    a. accomplishments/milestones achieved during this Agreement period;
    b. reporting on program specific performance measures and related outcomes;
    c. statements regarding obstacles and progress made;
    d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
    e. provide plan for sustainability of programs/services.
8. Attend meetings as required by the Agency.

C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2021, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:

1. Strengthening Families;
2. Intensive Community Monitoring; and
3. Gender Specific.

Duties and Responsibilities:

The Contractor shall:

A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.

B. The Contractor agrees that funds received under this award will not be used to supplant state or 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 program activities.

C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.

D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

E. Attend meetings and trainings as required by the Agency.

F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.

G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.

H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
   1. The approved Agency's Program Invoice and Expenditure Report forms; and
   2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.

J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.

K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.

L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice

Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.

N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency	**Contractor**
Consuelo Garcia	Kyra Ochoa
Grant Management Unit Grant Manager	Community Services Dept. Director
Children, Youth and Families Department	City of Santa Fe
P.O. Drawer 5160, Room 541	500 Market St, Ste. 200
Santa Fe, NM 87502	Santa Fe, NM 87504
(P) 505-470-7494	(P) 505-955-6603

O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural

person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).

V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at http://www.ojp.usdoj.gov/funding/ojptraininggiudingprinciples.htm.

W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.

B. Provide information and/or make referrals for training and technical assistance.

C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

D. The Agency will review:
   1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.

   2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.

   3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection:

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.
Demographics:

A. City, State and Zip Code for each youth served;
B. Race/Ethnicity;
C. Population Served:
   1. At-Risk Youth;
   2. First Time Offender;
   3. Repeat Offender;
   4. Sex Offender;
   5. Status Offender; and
   6. Violent Offender.
D. Youth Currently in Detention;
E. Gender:
   1. Male;
   2. Female; or
   3. Transgender.
F. Month and Year of Birth;
G. Geographic Location:
   1. Urban;
   2. Tribal;
   3. Rural; or
   4. Frontier.
H. Other Population Information:
   1. Mental Health;
   2. Substance Abuse;
   3. Truant/Dropout; or
   4. Pregnant.

Core Measures:

A. New youth admissions during this reporting period;
B. Number of program youth carried over from previous reporting period;
C. Total number of youth in the program;
D. Total number of youth who exited the program during the reporting period;
E. Number of youth who exited the program having completed the program requirements during the reporting period;
F. Percent of youth who successfully completed the program;
G. How many youth is your program designed to serve;
H. Number of current program youth who had an arrest during the reporting period;
I. Number of current program youth who were committed to a juvenile facility during the reporting period;
J. Number of program youth who had a re-arrest during the reporting period;
K. Number of program youth who were re-committed during the reporting period;
L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
M. Number of program youth with gang activity; and
N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

A. Strengthening Families Program:
    1. Increased academic success measured by parents, school and student reports;
    2. Increased school engagement;
    3. Increased behavioral component;
    4. Decreased alcohol use;
    5. Decreased drug use; and
    6. Increased parent-child relationship.

B. Intensive Community Monitoring Program:
    1. Decreased recidivism; and
    2. Less time served in detention during the follow-up period of seven hundred ninety (790) days.

C. Gender Specific:
    1. Decreased drug use;
    2. Increased social competence (both parent and teacher observed);
    3 Increased cumulative GPA; and
    2. Student attitude toward drug use.

Local Site-Specific Performance Measures:

A. Strengthening Families Program:
    1. Parent competence and engagement in school;
    2. Student substance abuse related risk;
    3. Increased attendance measured by five percent (5%) increase in attendance, five percent (5%) increase in grades and five percent (5%) promotion to next grade;
    4 Academic success; and

5. Targeted negative behavior reduction.

B. Intensive Community Monitoring Program:
   1. Decrease of five percent (5%) in negative criminal behavior;
   2. Increase of five percent (5%) in grades, attendance and overall behavior in school or educational setting;
   3. Decreased number of contacts made with each client;
   4. Number of clients who successfully complete the program requirements; and
   5. Reduced recidivism six (6) months after exiting the program

C. Gender Specific:
   1. Reduced bullying and other negative behaviors among both genders;
   2. Reduced body image issues;
   3. Increased team building;
   4. Increased understanding that both genders have similar issues that need to be addressed and remedied; and
   5. Increased attendance at school, better grades and better behavior.

Attachment 2 – Budget
City of Santa Fe

A.	Continuum and Board Activities:					
	Continuum Coordinator	$22	x	700 Hours	=	$15,400
	Travel				=	480
	Youth Committee Members				=	300
	5% Program Support				=	4,111
						$20,291
B.	Strengthening Families Program:					
	Based on serving 50 Youth					
	Youth Group	$165	x	84 Session	=	$13,860
	Adult Group	$165	x	60 Session	=	13,860
						$27,720
C.	Intensive Community Monitoring Program:					
	Based on serving 34 Youth					
	Intake/Assessment	$65	x	34 Youth	=	$2,210
	Case Management	$40	x	306 Hours	=	12,240
	Family Support	$40	x	136 Hours	=	5,440
	Home Visit	$40	x	100 Visits	=	4,000
	Discharge Plan	$75	x	34 Youth	=	$2,550
						$26,440
D.	Gender Specific:					
	Based on serving 50 Youth					
	Girls Circle	$165	x	32 Circles	=	$5,280
	Boys Council	$165	x	40 Sessions	=	6,660
						$11,880
	Total Grant Award not to exceed:					**$86,331**

The Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	$86,331
40% Minimum Match Liability for City of Santa Fe	$34,532
Projected Budgeted Amount	$120,863

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:
Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY21: July 1, 2020 through June 30, 2021:
The total amount of the contract for FY21 shall not exceed $86,331.00

State General Fund: FY21: $86,331.00
State General Fund: FY22: $86,331.00
State General Fund: FY23: $86,331.00
State General Fund: FY24: $86,331.00
Total = $345,324.00

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: City of Santa Fe – Youth and Family Services Division

Procurement Title: NA

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *Grant Received*

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

Department Requesting Community Health and Safety Department Staff Name Julie Sanchez

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: _____

Julie Sanchez	Youth and Family Services Division Director	04/30/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Jun 2, 2021 11:17 MDT)	Chief Procurement Officer	Jun 2, 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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: **City of Santa Fe - Youth and Family Services Division**

Description: **Grant from CYFD for juvenile justice alternative to detention programs**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2024**

☑ Approved by Council Date: **07/08/2020**

Contract / Lease: **Professional Service Agreement**

Amendment # **1** to the Original Contract / Lease # **21-20846**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **NA**

☐ Approved by Council Date:

Amendment is for: **Per CYFD request: Scope of Work and Budget**

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

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

Fran Delaway (Jun 2, 2021 9:17 MDT) Jun 2, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **State grant received from CYFD** Grant funding

4. **Funding Source:** **223/Juvenile Justice Programs** **Org / Object:** 2233123.510340;560550;562975

Andy Hopkins Andy Hopkins (Jun 2, 2021 11:00 MDT) Jun 2, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Project Ledger No.**

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-570-7355**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY JULY 08, 2020 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 of more than five (5) people, the Governing Body meeting will be conducted virtually.

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

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

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

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

Written Comments: The public may submit written comments on any of the items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 8:00 a.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.

Petitions from the Floor: The Governing Body will also take public comment for *Petitions from the Floor* by telephone message, through 8:00 a.m. the day of the meeting. Telephone messages must identify the submitting party's name and address and may be left at 505-955-6520. These comments will be distributed to the Governing Body for review prior to the meeting.

To provide live public comment during *Petitions from the Floor*, send your name, email address and telephone number, by 8:00 a.m. the day of the meeting, to petitionsfromthefloor@santafenm.gov. A Zoom Meeting invite will be sent the day of the meeting to the email address provided. If you do not have a smartphone, tablet, or computer, call 505-955-6520 by 8:00 a.m. the day of the meeting and leave a telephone message with your name and address. The City Clerk's office will return your call on the day of the meeting to provide Zoom call-in information.

Public Hearings: The Governing Body will also take public comments for the public hearing listed on the Evening Session Agenda by telephone message through 8:00 a.m. the day of the meeting. Telephone messages must identify the submitting party's name and address and may

be left at 505-955-6520. All comments will be distributed to the Governing Body for review prior to the meeting.

To provide live public comment during the public hearing, send your name, email address, telephone number and the agenda item you wish to comment on by 8:00 a.m. the day of the meeting to publiccomment@santafenm.gov. A Zoom Meeting invite will be sent on the day of the meeting to the email address provided. If you do not have a smartphone, tablet, or computer, call 505-955-6520 by 8:00 a.m. the day of the meeting and leave a telephone message with your name, address and the agenda item you wish to comment on. The City Clerk's office will return your call on the day of the meeting to provide Zoom call-in information.

AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

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

4. **INVOCATION**

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a) Regular Governing Body Meeting – June 24, 2020

9. **PRESENTATIONS**

10. **CONSENT CALENDAR**

    a. Request for Review and Approval of Re-Prioritization of City Capital Projects for the Purpose of Utilizing Capital Funds on Capital Expenses Normally Paid from City Operating Budgets. (John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

b. Request for Approval of Amendment #1 to the Contract with Financial Consulting Solutions Group for the Asset Management Plan Extending the Term Through June 30, 2021. (Lee Gagnon, Engineer Associate, Water Division, lrgagnon@santafenm.gov, 955-4229)

c. Salvador Perez Recreation Center Project Status Updated and Request for Approval of Amendment No. 1 to the Contract (MUNIS Contract #3201566) with Pool Pro, LLC to Increase the Contract by $66,133.31 (Inclusive of NMGRT) to $267,378.71, for Additional Work Discovered and Required to Complete Pool Replastering. (Anson Rane, PW Project Administrator, aerane@santafenm.gov, 955-5935)

d. Request for Approval of Change Order #4 with Bradbury Stamm Construction – WWM Treatment Plant Anaerobic Digesters Project in the Amount of $288,280.59, Inclusive of NMGRT. (Alan Macgregor, Engineering Supervisor, Public Utilities, asmacgregor@santafenm.gov, 955-4263 and Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

e. Request for Approval of Contracts Awarded through RFP 20/15 to Use Affordable Housing Trust Funds (AHTF) and General Funds to Support Housing Contracts, as Follows: (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346)

SF Civic Housing Authority (Calle Resolana)	$200,000
SF Civic Housing Authority (Country Club)A	$140,000A
SF Habitat	$80,000
SF Recovery Center	$50,000
Youth Works	$40,000
SFPS – Adelante	$60,000

f. Request for Approval of Change Order #3 with Sub Surface for FY 20/21 City Wide Utility Construction and Repair in the Amount of $542,187.50, Inclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

g. Request for Approval of the Governing Body's Findings of Fact and Conclusions of Law Denying Appeal No. 2020-2043-APPL by Rosewood Hotels of the Historic Districts Review Board's Decision in Case No. 2019-1600-HDRB to Impose Conditions on its Approval of Rooftop Improvements at the Rosewood Inn of the

Anasazi at 113 Washington Avenue. (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-65012)

h. Request for Approval to Publish Notice of Public Hearing on August 12, 2020: **Bill No. 2020-17.** An Ordinance Amending Section 14-11.4 of The Land Development Code to Adopt Civil Penalty Provisions, a Civil Fine Schedule, and Civil Citation Procedures for Land Use Code Enforcement Actions; and to Permit the Land Use Director to Order a One-Year Waiting Period for Application for Short-Term Rental Permit by a Person Who Has Violated the Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth and Councilor Villarreal) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830 and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval to Publish Notice of Public Hearing on July 29, 2020: **BILL 2020-18**. An Ordinance Relating to the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; Amending Section 10-9.2 to Align the Intent with the Purpose of the Bill; Amending Section 10-9.3 to Amend and Add Definitions; Amending Section 10-9.4 to Make the Property Owner Responsible; Repealing and Readopting a New Section 10-9.5 to Establish a Process for a Nuisance Investigation and Abatement Process; Repealing and Readopting a New Section 10-9.6 to Establish Tenants Rights; Amending Section 10-9.7 to Establish Enforcement Provisions to Hold the Property Owner Accountable; Amending Section 10-9.8 Regarding Reservation of Legal Options; Amending Section 10-9.9 Regarding Appeals; Amending Section 10-9.10 to Remove Extraneaous Language; Repealing Section 10-9.11 Regarding Supplementary Remedies for Public Nuisances; and Amending Section 10-9.13 Regarding the Right of Entry. (Councilor Lindell, Councilor Villarreal, Councilor Romero-Wirth and Councilor Vigil Coppler) (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554 and Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)

b. Request for Approval to Publish Notice of Public Hearing on July 29, 2020: **BILL 2020-19.** An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Section 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City

of Santa Fe and La Puerta Originals, LLC for an Economic Development Loan Project for Lease Payments to Provide Assistance for the Negative Financial Impacts of COVID-19. (Mayor Webber and Councilor Vigil Coppler) (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

c. Request for Approval of Amendment to Legal Services Agreement between the City and Gallagher and Kennedy to Extend the Term to June 30, 2022. (Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

d. Request for the Approval of the State of New Mexico Children, Youth and Families Department (CYFD) - Alternative to Detention Grant in the Total Amount of $345,324 for Alternative to Detention Services in the City of Santa Fe Contracts; (George Carrasco, Project Administrator, gccarrasco@santafenm.gov, 955-6728)

e. Approval of a Settlement Agreement with the County of Santa Fe to Resolve Payment for Certain Capital Costs Pursuant to the Second Amended Joint Powers Agreement Between the Parties for the Operation of the Regional Emergency Call Center (RECC) and the Memorandum of Agreement (MOA) Between the City and the County for Public Safety Radio Communications Motorola Dispatch Consoles and Site Equipment. (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 7:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL 2020-15. ADOPTION OF ORDINANCE NO. 2020-____. **Case #2020-1994. 1115 Calle La Resolana Zoning Ordinance Amendment.** An Ordinance Amending Ordinance No. 1998-23 to Remove Condition of Approval Number 5, which Limits Access from Calle la Resolana to Emergency Access Only for the Property Located at 1115 Calle la Resolana (Amending "The Summerset Storage Rezoning", Case No. ZA 1998-4). (Dan Esquibel, Planner Senior, daesquibel@santafenm.gov, 955-6587)

21. **ADJOURN**

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

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

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

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

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

Request for Approval of a State of New Mexico Children, Youth and Families Department (CYFD) Amendment No. 1 to CYFD Agreement No. 21-690-3200-20846, City Contract #21-20846, to Update the Scope of Work to Reflect Updated Language, Update the Budget to Reflect Funding Information for Juvenile Justice Alternative to Detention Programs. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 505-955-6678)

Committee Review:
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

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	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

e) CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Romero-Wirth, Councilor Cassutt)
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. (Julie Sanchez, Youth and Family Services Division Director: jjsanchez@santafenm.gov, 955-6678)

Committee	**Review:**
Introduced:	06/09/21
Quality of Life Committee:	06/16/21
Finance Committee:	06/21/21
Public Works and Utilities Committee:	06/28/21
Governing Body:	06/30/21

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe New Mexico
Memorandum

DATE: June 16, 2021

TO: Mayor Alan Webber and Governing Body
Quality of Life and Finance Committee

FROM: Kyra Ochoa, Community Health and Safety Department Director KO

RE: Mayors for a Guaranteed Income Resolution

EXECUTIVE SUMMARY:
The proposed Resolution expresses the Governing Body approval for an MOA and support for a partnership with Mayors for Guaranteed Income (MGI), the Santa Fe Community College (SFCC), and the SFCC Foundation to support a pilot project that provides direct cash payments to enrolled low-income SFCC parents using funding received from MGI.

BACKGROUND:
The City of Santa Fe, in partnership with the Santa Fe Community Foundation and the Santa Fe Community College, applied for a $500,000 grant from MGI to pilot a guaranteed income project. The grant was awarded and will be disbursed to the Santa Fe Community College foundation, which will act as fiscal agent. The City has an opportunity to make a meaningful difference in the lives of young parents who are dedicated to improving their circumstances through education by providing a $400-$500 monthly payment that will assist 100 families for the next year.

ACTION REQUESTED:
Staff requests approval of the Resolution as presented.

ATTACHMENTS:
FIR
MOA
Resolution

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

A RESOLUTION

RELATING TO INCOME DISPARITY AND INEQUITY; ADOPTING A MEMORANDUM OF AGREEMENT WITH MAYORS FOR A GUARANTEED INCOME AND SANTA FE COMMUNITY COLLEGE, TO LAUNCH 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.

WHEREAS, Congress passed the Coronavirus Aid, Relief, and Economic Security ("CARES") Act at the end of March, 2020, which included a package of relief and stimulus programs, including $500 billion for large corporations and one-time $1,200 Economic Impact Payment ("EIP") checks to individuals; and

WHEREAS, Americans spent their EIP checks quickly, with most people spending the stimulus on food, rent, utilities, and debt, according to a May 14, 2021 Peterson Foundation study; and

WHEREAS, recognizing the importance of residents impacted by the pandemic

having cash-in-hand, the City of Santa Fe ("City") used CARES Act funding to partner with the national advocacy organization, Family Independence Initiative ("FII"), to disburse just over $3,000,000 in economic relief funds to residents ineligible for federal relief and unemployment, those facing eviction, and other City residents unable to meet basic needs due to the pandemic; and

WHEREAS, in December of 2020, Congress passed the second pandemic relief package, which included a $600 EIP check to most Americans; and

WHEREAS, the EIP checks to individuals were the primary reason that the number of persons living in poverty in the United States fell by as many as 4 million at the start of the pandemic-caused recession; and

WHEREAS, the EIP checks boosted the economy by increasing spending from all income levels, with the largest increase from low-income earners; and

WHEREAS, in March of 2021, President Biden signed the American Rescue Plan, which included a $1,400 EIP check for most Americans and $1,400 for each qualifying dependent; and

WHEREAS, the American Rescue Plan increased the child tax credit to $3,600 for children under age 6, and to $3,000 for children 17 and under, and the credit will be made through direct payments in 2021; and

WHEREAS, direct cash payments to the American people help state and local economies recover by putting more cash into local households and state budgets; and

WHEREAS, numerous national and international studies, including the Stockton Economic Empowerment Demonstration ("SEED") study from Stockton, CA, have been conducted that indicate the positive impact of direct cash payments on poverty, such as increases in mental and physical health, less income volatility, and increased employment rates, as described in the Center for Guaranteed Income Research Social Policy and Practice at the University of Pennsylvania's Learning Agenda for the Mayors for a Guaranteed Income ("MGI") project; and

WHEREAS, Santa Fe residents have been deeply impacted by the COVID-19 pandemic;

and

WHEREAS, the local Santa Fe economy is based in tourism and hospitality, and the COVID-19 pandemic has slowed visitation; and

WHEREAS, many local businesses that depend on tourism have been temporarily or permanently shuttered; and

WHEREAS, according to the US Census Bureau and PolicyLink/PERE, prior to the COVID-19 pandemic, 10.5% of the U.S. population was living in poverty, including 2.6% of employed people who did not have resources to cover even the most basic necessities, despite being employed; and

WHEREAS, according to the same study, low-wage workers have lost more jobs and wages than top earners due to the coronavirus pandemic; and

WHEREAS, the same study found that women account for 55% of overall net job loss since the start of the crisis;

WHEREAS, according to an April 2021 CDC report, workers of color are more likely to have experienced COVID-19-related unemployment, as well as higher levels of food insecurity and nearly twice as much difficulty meeting household expenses; and

WHEREAS, across the United States low income communities of color have historically held positions in the hospitality industry and have thus been disproportionally impacted by high levels of unemployment due to the COVID-19 pandemic; and

WHEREAS, many hospitality jobs make minimum wage or just over; and

WHEREAS, according to the 2014-2018 American Community Survey and NMDOH Indicator-Based Information System, in Santa Fe County there are approximately 900 young parents of color ages 18 to 24; and

WHEREAS, 20% of children of color ages 0-3 have a parent between the ages of 18 and 24, and 26% of births in Santa Fe County are to mothers under age 24; and

WHEREAS, of these young parents, over 75% live under 200% of the federal poverty level, and 90% of their children are enrolled in Medicaid,; and

WHEREAS, during the pandemic, the City saw restaurants and hotels which employ many young parents close; and

WHEREAS, according to the 2014-2018 American Community Survey and NMDOH Indicator-Based Information System, in Santa Fe County 48% of children live in households that receive SNAP and 45% of families experience a housing cost burden greater than 30% of income,; and

WHEREAS, nationally, African American, Hispanic/Latino, and Native American college students are disproportionately more likely to have children than college students of other racial groups according to the Institute for Women's Policy Research C404 report from 2013; and

WHEREAS, parenting students have a higher proportion of unmet financial need than their non-parenting peers according to the Institute for Women's Policy Research C404 report from 2013; and

WHERAS, parenting students (53%) are also more likely than non-parenting students (31%) to leave college without a degree, and to report financial strain as their reason for leaving. Parenting students also leave college with more debt than their peers according to the Institute for Women's Policy Research C404 report from 2013; and

WHEREAS, one of the challenges young student parents face is juggling both work and school to pay for school and support their families; and

WHEREAS, those who successfully combine educational attainment and financial stability earn higher wages at age 30 than those who do only one or those who are disconnected from work and school, according to the Urban Institute's paper "Supporting Young Parents as they Advance their Education and Careers"; and

WHEREAS, students who are also parents spend more time working to provide an

income for their families than engaging in school work;

WHEREAS, a study from the Borough of Manhattan Community College showed that student parents of young children have less time on average to study, and lower quality of study time, than student parents of older children and students without children, largely due to childcare demands, according to a 2018 article "No Time for College?", from the Journal of Higher Education; and

WHEREAS, these same student parents show lower rates of college persistence and credit accumulation than their peers; and

WHEREAS, young parents of color represent a substantial portion of families in the City of Santa Fe and disproportionately experience low-incomes and barriers to overall family wellbeing, according to the 2014-2018 American Community Survey and NMDOH Indicator-Based Information System; and

WHEREAS, as a member of the Mayors for a Guaranteed Income("MGI"), the City and partners received a $500,000 grant and additional administrative support that would help lay the groundwork for a guaranteed income pilot in the City focusing on young parents attending the Santa Fe Community College; and

WHEREAS, partners in obtaining the grant funding included Mayor Webber, Santa Fe Community College President Rebecca Rowley, and the Santa Fe Community Foundation (administrator for the Early Opportunities for Young Families Project); and

WHEREAS, Santa Fe's pilot project is one of many being funded across the country with plans to use the compiled data to inform national policies impacting not only families in Santa Fe, but young families across the nation; and

WHEREAS, ongoing, direct cash payments put real money in the pockets of people across the country, and increase spending in our communities; and

WHEREAS, eligibility for these payments must include dependents, non-citizens,

including undocumented residents, permanent residents, and temporary visitors whose stay exceeds three months; individuals who do not have a bank account, social security number, or permanent address, people living in unincorporated territories or protectorates, and Americans living abroad; and

WHEREAS, in October 2020, Mayor Webber joined the Mayors for a Guaranteed Income Project ("MGI") and recognized that a pilot project of this magnitude would have a substantial impact on Santa Fe's families whose members are working to better their educational attainment; and

WHEREAS, Mayor Webber and the City are committed to equity and justice for the children and families of Santa Fe.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, that Exhibit A, Memorandum of Agreement with the Mayors for a Guaranteed Income and the Santa Fe Community College, is hereby approved and that the Governing Body commits to participating in a pilot project in partnership with Mayors for a Guaranteed Income and the Santa Fe Community College to provide a guaranteed income to one hundred young, low-income parents enrolled in certificate or degree programs at the Santa Fe Community College.

BE IT FURTHER RESOLVED that a goal of the guaranteed income pilot project in the City of Santa Fe is to the learn the impact of guaranteed income on young student parents who live below 200% of FPL and offers an opportunity to specifically examine the impact of guaranteed income on higher education outcomes and family wellbeing for young parents with young children; and

BE IT FURTHER RESOLVED that the Governing Body supports supplementing the initial $500,000 grant from MGI by raising funds from the community to provide an additional year of funding and to increase the monthly payment from $400 to $500.

BE IT FURTHER RESOLVED that the Governing Body encourages the City and other partners to consult with local community groups that will serve to inform the pilot project and ensure that it is relevant to our local context.

BE IT FURTHER RESOLVED that the Governing Body supports the City working with the University of Pennsylvania's School of Social Policy and Practice to explore the impact of a guaranteed income on young, low-income parents enrolled at SFCC as a part of a larger, national study, as is laid out in Exhibit A.

BE IT FURTHER RESOLVED that the Governing Body will use the outcomes of this pilot project to inform future City policies and advocate for state policies related to guaranteed income.

BE IT FURTHER RESOLVED that the Governing Body urges President Biden, Speaker Pelosi and Senate Majority Leader Schumer to develop a permanent, federally guaranteed income allocation that provides an income floor for all Americans.

BE IT FURTHER RESOLVED that the City lobbyist will promote a federally guaranteed income.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to President Joe Biden, Senate Majority Leader Chuck Schumer, Speaker of the House Nancy Pelosi, the New Mexico Congressional Delegation, the Santa Fe Legislative Delegation, and the City lobbyist.

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/2020/Resolutions/Guaranteed Income Pilot Project

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Guaranteed Income Pilot Project

Mayor and Members of the City Council:

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

1. On page 7, ***strike*** lines 14-15 in their entirety.

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Guaranteed Income Pilot Project

Mayor and Members of the City Council:

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

1. On page 6, line 9 ***strike*** "Mayor Webber and the city are" and ***insert*** in lieu thereof "the Governing Body is"
2. One page 7 ***strike*** lines 11-13 in their entirety
3. One page 7, line 18 after the first comma ***insert*** "and"; and ***strike*** ", and the city lobbyist"

Respectfully submitted,

_____
Michael Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10313.3(B)

City of Santa Fe New Mexico
Memorandum

DATE: June 3, 2021

TO: Mayor Alan Webber and Governing Body
Quality of Life and Finance Committee

VIA: Alexis Lotero, Acting Finance Director
Fran Dunaway, Chief Purchasing Officer

FROM: Kyra Ochoa, Community Health and Safety Department Director KO
KO (Jun 3, 2021 12:12 MDT)

ITEM AND ISSUE:
Request approval of the City to enter into a formal partnership via MOA with Mayors for Guaranteed Income (MGI), the Santa Fe Community College (SFCC) and the SFCC Foundation to support a pilot project that provides direct cash payments to enrolled low-income SFCC parents (Kyra Ochoa, Community Health and Safety Department Director, krocha@santafenm.gov, (505) 955-6603)

BACKGROUND:
The City of Santa Fe, in partnership with SFCC, received a $500,000 grant from MGI to pilot a guaranteed income project in our city. We have an opportunity to make a meaningful difference in the lives of young parents who are dedicated to improving their circumstances through education by providing a $400-$500 monthly payment that will assist 100 families. The SFCC Foundation will receive funds from MGI. They will use Steady (steadyapp.com) to distribute cash payments to participants. The city will assist with organization,

MGI Overview:
Mayor Michael D. Tubbs (Stockton, CA) and the Economic Security Project founded Mayors for a Guaranteed Income in June 2020. Mayors, including Mayor Alan Webber, came together in this network to implement guaranteed income projects across the country that lift all of our communities, building a resilient, just America. A guaranteed income is a monthly, cash payment given directly to individuals. It is unconditional, with no strings attached and no work requirements. A guaranteed income is meant to supplement, rather than replace, the existing social safety net and can be a tool for racial and gender equity.

Local Community Need:
- 75% of young families in Santa Fe are living under 200% of the federal poverty line (making less than about $50,000 for a family of 4)
- Poverty leads to a number of adverse effects including housing insecurity, lack of safe child care, lack of health care, and ultimately in reduction in length of life
- This is a cycle, with the poverty of one generation having a direct impact on the next.

- 40% of families in the US would be able to absorb a $400 surprise expense
- In 2018, graduates with an associate's degree made about $6000 more per year than students with a high school degree. They also had better health outcomes, reduced rates of welfare receipt, and decreased criminal involvement [1]
- Students who start college and came from low income families are six times less likely to have received a degree by the age of 25 than their higher income peers[2]
- "In addition, many students struggle with financial issues, and need to work while in school or have family responsibilities that require them to balance school, work, and family—or both. Work and family obligations sometimes force students to attend part time, which can again lead to a loss in momentum and decrease their likelihood of graduating." [3]

Who will benefit from this pilot:

- Students enrolled at Santa Fe Community College, working towards a certificate or a degree program, having taken at least one SFCC class in the past
- Have children
- Between the ages of 18 and 30 at time of application
- Earn 200% of federal poverty level or less

How this will make a difference:

- Assist with school costs, transportation, housing, childcare, food, and other necessities
- Allow students to concentrate on their studies
- Reduce stress and related health impacts

How we will know if we succeeded:

- Evaluated through a team at University of Pennsylvania School of Social Policy & Practice, Center for Guaranteed Income Research

ACTION REQUESTED:

The Community Health and Safety Department respectfully request your review and approval.

[1] Diana Strumbos, Donna Linderman, & Carson C. Hicks. (2018). Postsecondary Pathways Out of Poverty: City University of New York Accelerated Study in Associate Programs and the Case for National Policy. *RSF: The Russell Sage Foundation Journal of the Social Sciences, 4*(3), 100-117. doi:10.7758/rsf.2018.4.3.06

[2] Ibid

[3] Ibid

MAYORS FOR A GUARANTEED INCOME

MEMORANDUM OF AGREEMENT

Participants

This MEMORANDUM OF AGREEMENT ("MOA") sets forth the understanding between the Santa Fe Community College ("SFCC"), the City of Santa Fe ("City"), and Mayors for a Guaranteed Income ("MGI"), a fiscally sponsored program of the Reinvent Stockton Foundation, (collectively "The Parties").

MGI is a network of mayors advocating for a guaranteed income to ensure that all Americans have an income floor. Started by former Mayor Michael D. Tubbs and 10 Founding Mayors in June 2020, MGI operates as a consultant, technical assistance provider, convener, and strategist, coordinating the fight for a guaranteed income and supporting task forces and demonstrations around the country.

For good and valuable consideration, the Parties agree to the following:

I. Purpose of the MOA

A. The purpose of this MOA is to delineate the relationship between SFCC, the City, and Mayors for a Guaranteed Income. The parties recognize that due to limitations imposed by the New Mexico Constitution, Article 9, sec. 14, the City can only provide or pass through MGI donations for the care and maintenance of "indigent" persons under New Mexico law.

II. The Parties' Obligations

A. Mayors for a Guaranteed Income:

1. Provide one-on-one technical assistance to the City, including demonstration design, fundraising, and communications support;

2. Conduct a multi-city evaluation, develop a learning agenda, and ensure that all demonstrations add to the evidence base and build towards federal policy;

    a) Will work with the City of Santa Fe and receive approval to conduct research by SFCC IRB to ensure research with human subjects are is ethical and relevant to the local community, and answers community generated questions in addition to those posed by MGI.

3. Create opportunities to elevate the voice of the City as a champion for a federal guaranteed income;

4. Provide opportunities to elevate the stories of guaranteed income recipients enrolled at SFCC; and

5. Grant $500,000 in starter funds to SFCC Foundation to assist with launching a guaranteed income demonstration (the "Funds").

B. The City of Santa Fe:

1. Develop a work plan for demonstration design and implementation (the "Work Plan"), and share with MGI for feedback. The Parties agree that any terms or conditions included in the work plan will be incorporated into this MOA, and will be bound by the terms and conditions of this MOA. Any efforts involving lobbying expenditures as defined in 26 U.S.C. 501(h) must be included in the work plan and approved by MGI prior to the expenditure being made.

    a) Disbursements to recipients to begin August, 2021. Disbursements to recipients must begin within 45 days after the grant is received. Additionally, all dollars for the demonstration must be secured before disbursements begin; and
    b) The guaranteed income demonstration must make all efforts to protect benefits and be supplemental to, rather than replace, the existing social safety net. Waivers must be secured, where possible, and recipients must receive benefits counseling; and
    c) The demonstration must serve at least 100 residents, so as to yield statistically significant and detectable research results; and
    d) Cities must make a full-faith effort to leverage additional dollars.

2. Conduct bi-weekly check-ins with the MGI team to ensure that work is coordinated. Topics for check-in include, but are not limited to: demonstration progress, ongoing media and storytelling efforts, and fundraising;

3. Participate in MGI research consortium, and be evaluated by the Center for Guaranteed Income Research at the University of Pennsylvania;

4. Participate in MGI narrative shift efforts. Mayors will accept national and local media opportunities and, recognizing the need for individuals to own and tell their stories, demonstrations will incorporate a storytelling cohort.

C. Santa Fe Community College (Fiscal Sponsor/Nonprofit Partner)

1. SFCC Foundation will use the Funds solely as described in the work plan. Funds will not be used to engage in any electioneering efforts, political activity, or other activity that is prohibited by Internal Revenue Code Section 501 (c)(3). Funds granted to SFCC Foundation by MGI will not be used to support or oppose any candidate for any local, state, or federal office, or to support any person or organization engaged in terrorist activity.

2. A breach of section II(C)(1) above will constitute a material breach of this MOA that will terminate this agreement.

3. Will nominate a research fellow on the ground to encourage participant retention in the research activities.
4. Will provide student supports to encourage student retention.

5. Will conduct independent IRB review of research protocol to protect the rights and welfare of the human subjects.

6. Based on the work plan that is developed by the City, MGI, and SFCC, SFCC Foundation will contract with an organization that has expertise in distributing direct cash payments to "indigent" persons.

III. EFFECTIVE DATE AND TERMINATION

A. This Memorandum of Agreement shall constitute an agreement between both parties and shall remain in effect from Feb 1, 2021 through December 31, 2022.

B. MGI may in its sole discretion terminate this MOA at any time if (i) any party uses the Funds for any purpose other than as stated in the Work Plan, or (ii) any party does not complete its work as described in the Work Plan on the timeframe set out in this MOA, or (iii) any party makes any material misrepresentation in any report or other document delivered or statement made to MGI; or (iv) the Funding Agreement terminates by reason of grantor action or otherwise. If MGI takes such action, MGI will send a written notice to that effect, with the termination effective ten (10) days after sending.

C. If notice of termination as described in III(B) is sent by MGI to SFCC, upon MGI's request SFCC Foundation will repay the remaining Funds within thirty (30) days after the effective date of termination.

D. If either party materially breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the material breach. If the breaching party fails to cure said breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement effective immediately upon delivery to the breaching party of a written notice to that effect. The non-breaching party may in its reasonable discretion determine whether the breach has been cured. The Parties agree that nothing in this subsection shall limit MGI's ability to terminate this MOA at its own discretion, subject to the terms in III(B).

E. The parties agree that any breach of section II(C)(1) will terminate this MOA immediately. The Parties agree that a Party found to breach section II(C)(1) will not have an opportunity to cure said breach.

IV. INFORMATION EXCHANGE/SHARING

A. Information will be shared between the Parties via email, fax, telephone, or mail. It is understood that, in carrying out activities under this agreement, the staff of all Parties will adhere to all applicable State and Federal laws, regulations, guidelines, and policy directives regarding privacy and the confidentiality of information.

B. The parties have agreed to the terms stated above and have authorized representatives to execute this Agreement effective on its commencement date.

V. Miscellaneous

A. This MOA constitutes the entire agreement between the Parties and supersedes any and all prior written or oral agreements or communications regarding the subject matter of this MOA.

B. This MOA can only be amended with the signed, written consent of both Parties.

C. This MOA will be governed by the laws of the State of New Mexico, for any dispute arising out of or in relation to this MOA.

D. The Parties agree that if any provision of this MOA is found to be prohibited or unenforceable, such a finding will not invalidate any other provision of this MOA.

E. Any liability incurred by the City or SFCC/SFCC Foundation 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 SFCC/SFCC Foundation and their "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.

VI. Signatures

[Remainder of Page Intentionally Blank]

City of Santa Fe:

Alan M. Webber, Mayor

Signature: _____

Date:_____

Attest:_____

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:_____

Senior Assistant City Attorney

Approved for Finances:_____

Mary McCoy, Finance Director

Santa Fe Community College Representative

Dr. Becky Rowley, President

Signature:_____

Date: 5-5-21

MGI Representative:

Name, Title: Sukhi Samra, Director

Signature: _____

Date: 6-2-21

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # NA

Contractor: **Mayors for Guaranteed Income (MGI) and Santa Fe Community College (SFCC)**

Description: **MOA to formalize a partnership between MGI and SFCC for a pilot guaranteed income study.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **08/2021** Term End Date: **NA**

☐ Approved by Council Date: _____

Contract / Lease: Memorandum of Agreement (MOA)

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:** NA

Fran Dunaway (Jun 3, 2021 17:40 MDT) — Jun 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **MOA** City is acting as a fiscal agent for funds

4. **Funding Source:** NA **Org / Object:** NA

Andy Hopkins (Jun 3, 2021 15:10 MDT) — Jun 3, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

FIR No. 3334

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Guaranteed Income Pilot Project**

Sponsor(s): Mayor Webber

Reviewing Department(s): Community Health and Safety Department

Staff Completing FIR: Julie Sanchez Date: 06/02/21 Phone: (505) 955-6678

Reviewed by City Attorney: _____ Date: Jun 16, 2021

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

Alexis Lotero (Jun 17, 2021 16:41 MDT)

Summary:
The City will work in partnership with Mayors for Guaranteed Income (MGI), the Santa Fe Community College and the college's foundation as they provide direct cash payments to enrolled low-income parents using funding received from MGI. The City will work with MGI and in support of the development of a federal guaranteed income program.

Departments Affected:
Community Health and Safety Department

Consequences of Not Enacting Legislation:
The City of Santa Fe, through the Santa Fe Community College and its foundation, will not receive $500,000 in funding for a pilot project and will not join the growing national movement of support for a federal guaranteed income program.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution does not relate to other legislation but relates to an MOA with the Santa Fe Community College – a partner in the pilot project.

Performance and Administrative Implications:
By supporting this Resolution the City of Santa Fe will join a national movement and support the work of the Mayors for Guaranteed Income (MGI). Locally, there may be a movement to build a guaranteed income into young parents striving to further their education.

Fiscal Implications:
Consultants of the Community Health and Safety Department will track and provide updates on the project, and will be paid out of the grant and fundraising. Funds will be provided from a grant and private donations. Staff time associated with the project is accordance with expected duties and will not incur additional costs.

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

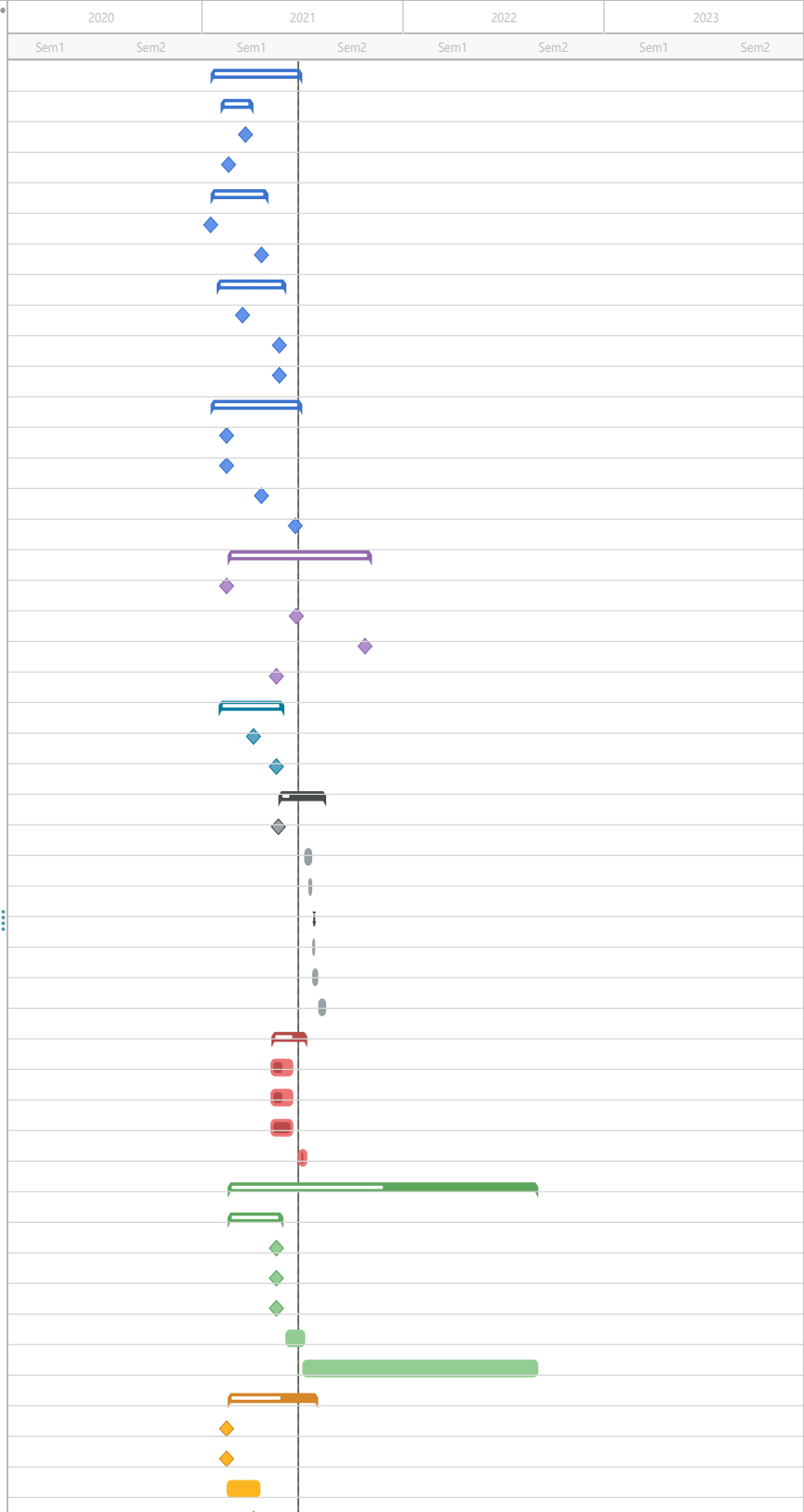
Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

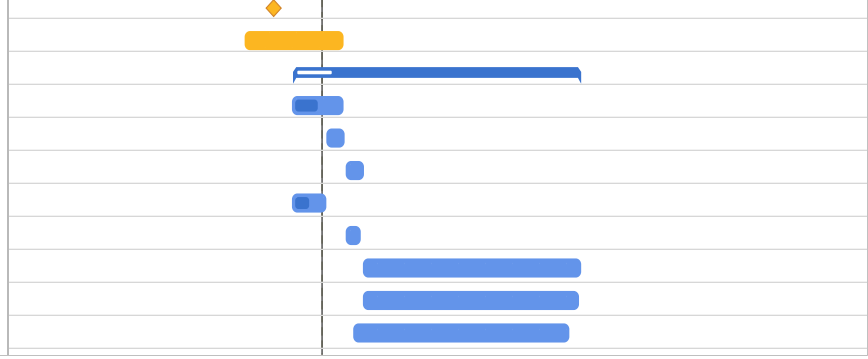
Signature: Kyra Ochoa
Kyra Ochoa (Jun 16, 2021 17:14 MDT)

Email: krochoa@santafenm.gov

All		Task Name	Start	End	Duration	Milestone	Completion	Priority	Assigned
1		**- Planning**	**01/15/2021**	**07/01/2021**	**168 days**	☐	**100%**		
2		- Finalizing Target Demographic	02/01/2021	04/02/2021	61 days	☐	100%		
3		Determine the number of eligible far	02/08/2021	04/02/2021	54 days	☑	100%		
4		Determine core demographic	02/01/2021	02/28/2021	28 days	☑	100%		
5		- Financial Arrangements	01/15/2021	04/30/2021	106 days	☐	100%		
6		Find Fiscal Sponsor (Steady)	01/15/2021	01/29/2021	15 days	☑	100%		
7		Finalize Fund Distribution Partner	01/15/2021	04/30/2021	106 days	☑	100%		
8		- Create an outreach plan	01/25/2021	06/01/2021	128 days	☐	100%		
9		Make connections at SFCC	01/25/2021	03/26/2021	61 days	☑	100%		
10		Determine best format for outreach	05/24/2021	06/01/2021	9 days	☑	100%		
11		Create clear message and deliverable	05/24/2021	06/01/2021	9 days	☑	100%		
12		- Core Team	01/15/2021	07/01/2021	168 days	☐	100%		
13	1	Define core team	01/15/2021	02/26/2021	43 days	☑	100%		
14		Assign tasks and roles across orgs	02/12/2021	02/26/2021	15 days	☑	100%		
15		Create an MOU between partners	02/26/2021	04/30/2021	64 days	☑	100%		
16		Recruit and hire fellow	06/01/2021	07/01/2021	31 days	☑	100%		
17		**- Publicity**	**02/15/2021**	**11/04/2021**	**263 days**	☐	**100%**		
18		Write press release	02/15/2021	02/26/2021	12 days	☑	100%		
19		Submit press release	07/01/2021	07/01/2021	1 day	☑	100%		
20		Interviews and other outreach	06/24/2021	11/04/2021	134 days	☑	100%		
21		Loop in Mayor's publicity (David Hern	05/05/2021	05/28/2021	24 days	☑	100%		
22		**- Legislative**	**01/29/2021**	**05/28/2021**	**120 days**	☐	**100%**		
23		Create language for city resolution	01/29/2021	04/16/2021	78 days	☑	100%		
24		Submit resolution to city council	05/03/2021	05/28/2021	26 days	☑	100%		
25		**- Application and Selection**	**05/18/2021**	**08/13/2021**	**88 days**	☐	**16.67%**		
26		Finalize application	05/18/2021	06/01/2021	15 days	☑	100%		
27		Invite SFCC Students to apply	07/05/2021	07/19/2021	15 days	☐	0%		
28		Accept applications	07/12/2021	07/19/2021	8 days	☐	0%		
29		- Evaluate applications to ensure there a	07/19/2021	07/23/2021	5 days	☐	0%		
30		If necessary, open to additional stud	07/19/2021	07/23/2021	5 days	☐	0%		
31		Randomize selection of students	07/19/2021	07/29/2021	11 days	☐	0%		
32		Inform applicants of their status	07/30/2021	08/13/2021	15 days	☐	0%		
33		**- Clarify benefits**	**05/05/2021**	**07/09/2021**	**66 days**	☐	**62.50%**		
34		Numbers, and how to distribute mone	05/05/2021	06/14/2021	41 days	☐	50%		
35		Indigence level	05/05/2021	06/14/2021	41 days	☐	50%		
36		Use to set fundraising goal	05/05/2021	06/14/2021	41 days	☐	100%		
37		Work with state to receive a benefits w	06/24/2021	07/09/2021	16 days	☐	50%		
38		**- Evaluation**	**02/15/2021**	**08/31/2022**	**563 days**	☐	**50%**		
39		- Determine what we want to know	02/15/2021	05/28/2021	103 days	☐	100%		
40		Why are we doing this?	02/15/2021	05/28/2021	103 days	☑	100%		
41		What will indicate success for us?	02/15/2021	05/28/2021	103 days	☑	100%		
42		Work with SFCC and UPenn team to in	02/26/2021	05/28/2021	92 days	☑	100%		
43		Go through IRB process at SFCC and U	06/01/2021	07/06/2021	36 days	☐	0%		
44		Follow research Protocol	07/01/2021	08/31/2022	427 days	☐	0%		
45		**- Fundraising**	**02/15/2021**	**07/30/2021**	**166 days**	☐	**60%**		
46		Fundraising letter	02/15/2021	02/26/2021	12 days	☑	100%		
47		Fundraising script	02/15/2021	02/26/2021	12 days	☑	100%		
48		Packet with information, with data and	02/15/2021	04/16/2021	61 days	☐	0%		



		Outreach plan	02/15/2021	04/16/2021	61 days	☑	100%		
50		Outreach to donors	02/15/2021	07/30/2021	166 days	☐	0%		
51		**- Start Project**	**05/05/2021**	**09/01/2022**	**485 days**		**12.50%**		
52		Create administrative checklists	05/05/2021	07/30/2021	87 days	☐	50%		
53		Hire on-boarding team	07/01/2021	07/30/2021	30 days	☐	0%		
54		On boarding with indivuduals	08/02/2021	08/31/2021	30 days	☐	0%		
55		Brochure for participants	05/05/2021	06/30/2021	57 days	☐	50%		
56		Connect treatment group with Steady	08/02/2021	08/27/2021	26 days	☐	0%		
57		Begin payments (estimated)	09/01/2021	09/01/2022	366 days	☐	0%		
58		Storytelling cohort	09/01/2021	08/28/2022	362 days	☐	0%		
59		Monthly meetings	08/16/2021	08/12/2022	362 days	☐	0%		



Mayors for a Guaranteed Income Project

Overview: We have an opportunity to make a meaningful difference in the lives of young, low-income parents who are dedicated to improving their circumstances, and those of their children, through education. By matching the $500,000 grant we received from the Mayors for a Guaranteed Income project with an additional $175,000 from community fundraising, we will be able to provide up to $500 monthly payment that will assist 100 families for the next year. With additional funding, the project will be two years in duration.

Community Need:

- 75% of young families of color in Santa Fe are living under 200% of the federal poverty line (making less than $50,000 for a family of 4), according to the 2014-2018 American Community Survey and NMDOH Indicator-Based Information System
- Poverty leads to a number of adverse effects including housing insecurity, lack of safe child care, lack of health care, and ultimately in reduction in length of life
- This is a cycle, with the poverty of one generation having a direct impact on the next. This is a chance to break that cycle.
- 40% of families in the US would be able to absorb a $400 surprise expense – and this program will provide at least $400 a month
- In 2018, graduates with an associate's degree made about $6000 more per year than students with a high school degree. They also had better health outcomes, reduced rates of welfare receipt, and decreased criminal involvement [1]
- Students who start college and came from low income families are six times less likely to have received a degree by the age of 25 than their higher income peers [2]
- "In addition, many students struggle with financial issues, and need to work while in school or have family responsibilities that require them to balance school, work, and family—or both. Work and family obligations sometimes force students to attend part time, which can again lead to a loss in momentum and decrease their likelihood of graduating." [3]

Who will benefit from this pilot:

- Students enrolled at Santa Fe Community College, working towards a certificate or a degree who have been enrolled in at least one class prior to the fall of 2021
- Primary caregiver for a child under 18
- Are 30 or younger at time of application
- Earn 200% of federal poverty level or less

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[1] Diana Strumbos, Donna Linderman, & Carson C. Hicks. (2018). Postsecondary Pathways Out of Poverty: City University of New York Accelerated Study in Associate Programs and the Case for National Policy. *RSF: The Russell Sage Foundation Journal of the Social Sciences, 4*(3), 100-117. doi:10.7758/rsf.2018.4.3.06

[2] Ibid

[3] Ibid

How this will make a difference:

- Assist with school costs, transportation, housing, childcare, food, and other necessities
- Allow students to concentrate on their studies
- Reduce stress and related health impacts

How we will know if we succeeded:

- We hope to see increased rates of completion of certificate program or associate's degree and other indicators of health, fiscal security, and safety
- The core survey includes measures of physical functioning, mental health, income volatility, spending, consumption, employment, education, family dynamics and parenting, stress and coping, hope and mattering, household food security, and COVID-19 variables. Other instruments specific to the local context will added to this core survey, exploring parental engagement, childcare, and social determinants of health. Participants will also be invited to participate in in-depth interviews with CGIR staff
- Part of a larger study through the Mayors for a Guaranteed Income program
- Evaluated through a team at University of Pennsylvania School of Social Policy & Practice, Center for Guaranteed Income Research

CENTER FOR GUARANTEED INCOME RESEARCH
Social Policy & Practice
UNIVERSITY of PENNSYLVANIA

Position Title: Research Fellow, Center for Guaranteed Income Research
Job Location: Santa Fe – New Mexico
Stipend: $20,000 [this is based on a 12 month pilot with a six month f/u survey, Pilot City may need to supplement if the pilot exceeds that time commitment]
Role type: Contract, Part-time
Time Commitment: Will fluctuate, 5-10 hours per week during data collection periods (every six months), over the course of the pilot.

Position Context: Mayors for a Guaranteed Income, a coalition of 50 mayors across the country, has partnered with the Center for Guaranteed Income Research at the University of Pennsylvania. Led by Drs. Stacia Martin-West and Amy Castro Baker, this Center will conduct a multi-city evaluation of emerging guaranteed income pilots. The Center will build on the existing body of cash-transfer literature to build an evidence rich pilot to policy pipeline. This fellow will report to Research and Program Officer at the Center for Guaranteed Income Research.

Position Description: The Center for Guaranteed Income Research is searching for a highly motivated individual to serve as the Research Fellow, in Santa Fe, NM. The Research Fellow will be the primary person interfacing with guaranteed income recipients, establishing trust, facilitating data collection, ensuring participant retention, and executing on operational priorities. Research fellows running the pilots will also be provided a research affiliation with Penn through the center providing them access to Penn's resources, standardized indirect costs, and streamlined research support under the Center Directors.

Research Fellows, who reside in the pilot city and have been appointed by pilot leadership, will receive a $20,000 stipend from the Center to execute the research design in their city. Akin to the logic behind guaranteed income, pilot researchers will be free to leverage the funds for research however they see fit to provide maximum flexibility for their local context and community-based stakeholders.

Responsibilities include:

Participant Liaison and Engagement

- Provide potential participants, recipients, and control groups with accurate and updated information through 1-1 relationships and produced materials;
- Coordinate interactions between potential participants, recipients, and control groups and outside organizations and interested parties;
- Ensure participant retention in both treatment and control groups in a community based setting;
- Field inquiries from potential participants, recipients, and control groups;
- Coordinate research compensation payments and troubleshoot issues.

Data Collection and Management

- Contribute to the development of research designs, data collection methods, and strategies for data management in concert with other team members;
- Manage day-to-day logistics of data collection activities, such as troubleshooting around Qualtrics survey completion;
- Troubleshoot with participants when issues with surveys arise, including issuing reminders around survey completion deadlines;
- Coordinate day-to-day qualitative research-related activities for participants (e.g. schedule and complete one-on-one qualitative interviews, meetings and other events);
- Implement quality control processes throughout.
- Write and format reports for external distribution.
- Create presentations for stakeholder meetings as requested. Represent research fidelity and integrity at stakeholder meetings.
- Perform other duties as assigned

Requirements/Qualifications:

The ideal candidate will have a basic understanding of qualitative and quantitative research design and methods, strong computer skills, and be able to work independently. Prior research assistant leadership experience is strongly preferred. The job is ideal for someone with an enthusiasm for empirical research, and the ability and interest to learn new skills and take initiative as a project develops. Candidates must be comfortable with community-based field research, and have some experience working in a collaborative model with multiple stakeholders in and outside of government.

- Master's degree in social work, sociology, public policy, public health or a related field required;
- Experience coordinating large groups of people and tracking sensitive data
- Passion for highlighting the lived experiences of those experiencing financial insecurity
- Confident leadership, writing, communication, and organizational skills
- Ability to manage and adapt in a constantly evolving and changing environment; comfort working with ambiguity
- Proven success in managing multiple projects and timelines
- Understanding the strength of diversity, and the need for solutions to support all regardless of race, religion, gender, immigration status, or ethnicity

Fellow Nominations:

Pilot city leadership should submit a nomination letter and applicant CV/Resume to info@mayorsforagi.org. Please include "Application - MGI Research Fellow" in the subject line.

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8j

CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Romero-Wirth, Councilor Cassutt)
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. (Julie Sanchez, Youth and Family Services Division Director: jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Introduced: 06/09/21
Quality of Life Committee: 06/16/21 (discussed)
Finance Committee: 06/21/21
Public Works and Utilities Committee: 06/28/21
Governing Body: 06/30/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved unanimously to forward to 6/30/2021 Governing Body with Councilor Romero-Wirth's amendment

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	EXCUSED		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

a) Request for the Approval of the Amendment #1 to Contract 19-0822 to Increase Amount by $17,500.00 in the Total Amount of $147,465.65 and Extend the Term from June 30, 2021 to June 30, 2022. (Porfirio Chavarria; pnchavarria@santafenm.gov; 505-955-3119)

Committee	**Review:**
Quality of Life Committee:	06/16/2021
Finance Committee:	06/21/2021
Governing Body:	06/30/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

Request for the Approval of the Amendment No. 1 to Contract 19-0822 to Increase Amount by $17,500.00 in the Total Amount of $147,465.65 and Extend the Term from June 30, 2021 to June 30, 2022. (Porfirio Chavarria; pnchavarria@santafenm.gov; 505-955-3119)

Committee Review:
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

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	X		

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201657**

Contractor: **SWCA Environmental Consultants**

Description: **Contract is to perform environmental analysis in compliance with the National Environmental Policy Act in partnership with the Santa Fe National Forest as part of a Challenge Cost-Share Grant Agreement 17-0519**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **10/18/2019** Term End Date: **06/30/2021**

☑ Approved by Council Date: **10/08/2019**

Contract / Lease: **National Environmental Policy Act Planner**

Amendment # **1** to the Original Contract / Lease # **19-0822**

Increase/(Decrease) Amount $ **$17,500 to to a total contract amount $147,465.65**

Extend Termination Date to: **6/30/2022**

☐ Approved by Council Date:

Amendment is for: **Increasing funding levels and extending the contract term.**

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

Contract executed in October 2019 as part of the Challenge Cost-Share Grant Agreement 17-0519. Delays arose due to covid-19 pandemic, Forest Service spotted owl injunctions, and longer than anticipated project task completion.

3. **Procurement History:** **RFP 19/59/P awarded to SWCA**

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **2220173.490515** **Org / Object:** **2220173.510310**

Budget Officer Approval: Date:

Comment & Exceptions: **Increase and extenstion detailed in Amendment Exhibit B**

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: SWCA INC.

Procurement Title: National Environmental Policy Act Planner

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 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 Specialist	05/21/2021
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.

*

City of Santa Fe, New Mexico
Memorandum

DATE: **May 21, 2020**

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
Paul Babcock, Fire Chief

FROM: **Nathan Miller, Wildland Superintendent**
Porfirio Chavarria, Wildland-Urban Interface Specialist

ITEM AND ISSUE:
Request for the Approval of the Amendment #1 to contract 19-0822 to increase amount by $17,500 in the Total Amount of $147,465.65 and extend the term from June 30, 2021 to June 30, 2022. (Porfirio Chavarria, pnchavarria@santafenm.gov, 505.955.3119)

BACKGROUND AND SUMMARY:

Request for Proposal 19/59/P National Environmental Policy Act Planner was awarded to SWCA Inc. and a professional services contract (Munis #3201657) was executed on October 18, 2019. The original contract amount was $129,965.65 to perform environmental analysis for the Santa Fe Mountains Landscape Resiliency project in partnership with the Santa Fe National Forest as part of the Challenge Cost-Share Grant Agreement #17-0519.

Delays occurred during the contract due to Covid-19, Forest Service spotted owl injunctions and longer than anticipated project task completion. Due to the delays an extention to the term and increase in cost is needed to complete the project.

PROCUREMENT METHOD:
Professional Services Contract awarded through RFP 19/59/P between the City of Santa Fe Fire Department and SWCA Inc. funded by the Challenge Cost-Share Grant Agreement with the USDA Forest Service, Santa Fe National Forest.

CONTRACT NUMBER:
The FY20 Munis contract number is 32001657.

FUNDING SOURCE:
Fund Name/Number: Wildland Urban Interface/Fund 222
Munis Org Name/Number: Fire-Wildland Grants/2220173
Munis Object Name/Number: Office Supplies/530100

ACTION REQUESTED:
Fire Deparmtent respectfully requests your review and approval increasing amount and extending the Professional Services Agreement.

Item#_____
Munis Contract# 3201657

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES CONTRACT AGREEMENT
ITEM# 19-0822

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT AGREEMENT, dated October 18, 2019 the "Agreement"), between the City of Santa Fe (the "City") and SWCA 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 the following services.

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, Section A, Item 10) Tasks identified in Table 1. Tasks and Technical Approach of the RFP 19/59/P National Environmental Policy Act Planner proposal submitted by the Contractor is amended to include additional task items as described in Exhibit “B” attached hereto and incorporated herein.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $17,500, 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 satisfactorily performed based on tasks identified in the RFP 19/59/P National Environmental Policy Act Planner Proposal on Table 1. Tasks and Technical Approach on a quarterly basis, such compensation not to exceed one hundred forty-seven thousand, four hundred sixty-five dollars and sixty-five cents ($147,465.65) inclusive of gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred forty-seven thousand, four hundred sixty-five dollars and sixty-five cents ($147,465.65). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 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 13-1-15-NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
SWCA

Paige Marchus
Paige Marchus 2021.05.25 13:28:27 -06'00'
_____
NAME
Director
_____
TITLE

DATE: 5/25/2021
CRS# 02151423002
Registration # 230469

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 20, 2021 14:49 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org.#

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Albuquerque Office
5647Jefferson Street NE
Albuquerque, NM 87109
Tel 505.254.1115 Fax 505.254.1116
www.swca.com

Revised: May 17, 2021

Porfirio Chavarria
Wildlife Urban Interface
Santa Fe Fire Department
200 Murales Rd.
Santa Fe, NM 87501

RE: Santa Fe Mountains Landscape Resiliency Project– Contract Modification

Dear Mr. Chavarria,

Per our discussion regarding a Contract Modification request to accommodate additional environmental services for the Santa Fe Mountains Landscape Restoration Project (SMLRP) (project) in New Mexico, SWCA has identified the following scope of work (SOW) modifications and associated costs that were outside of the original project scope (Notice to Proceed received October 21, 2019). An original change order and Contract Modification request was submitted to the City of Santa Fe (COSF) in February 2020; however, this was not executed. Due to additional changes in SOW, SWCA is resubmitting this Contract Modification request.

Costs associated with the requested modifications to the contracted scope of work for additional services to support NEPA compliance efforts are included in Table 1. In summary, SWCA requests the following changes:

- Increase to contract funding totally $17,500, including estimated NMGRT.
- Change in scope of work to adjust for modified level of effort on various tasks as outlined below.
- Extension of end of contract date (delivery date) to June 2022 to account for USFS project hold related to specialist report development and analysis for Mexican Spotted Owl.

SCOPE OF WORK

Task 01 Project Kick-off

The initial contract consisted of one-in person meeting at project initiation to develop project milestones and a project schedule timeline with USFS and City of Santa Fe staff. This was based off of assumptions that the USFS would provide a complete and detailed proposed action of the proposed project as well as all necessary specialist reports. However, it was determined that to meet USFS directives for the National Environmental Policy Act (NEPA) analysis of the project using a "conditions-based management" approach, significant refinement and development of the proposed action and associated project design features was required to meet NEPA requirements. Additionally, specialist reports were not completed per the agreed upon timeline as they needed to be informed by the final proposed action and design features, which further extended the project initiation & development phase.

Modification: SWCA is requesting additional funding of $11,912 be allocated to this task to account for the following changes to the scope Task 01:

- Increased project management and coordination time to support the USFS project development phase;
- Support the development of the proposed action which will allow NEPA analysis to be based on a "conditions-based management" approach be the USFS;
- Facilitation of additional meetings to support the interdisciplinary team (IDT) members in the development of project "conditions-based management" focused proposed action.
- SWCA review of proposed action and design feature documentation prior to incorporation into the EA.
- SWCA providing example project design features from similar projects.
- SWCA guiding the development of the final proposed action and communicating directly with specialists to answer questions.

Task 02 Monthly Meetings:

The initial contract assumed facilitation of monthly IDT-meetings including development of schedules, meeting agendas and records.

Modification: Due to the extension of the project timeline, SWCA requests additional funding of $6,000 be allocated to Task 2 to cover the cost of communication and additional agency coordination.

- Due to requested extension of the project
- Assumption: Monthly meetings for the duration of the project will not exceed one hour (Qty: 12) and only be attended by the SWCA project manager (Jenn Clayton), the USFS, and COSF.

Task 03: Progress reports:

The initial contract assumed submittal of project reports to COSF and USFS on a monthly basis to communicate task progress and facilitate other coordination. USFS and COSF have expressed preference for phone conversations.

Modification: SWCA proposed to modify the scope of work to allow for either written progress reports or a phone meeting between SWCA, USFS and COSF project leads to fulfill this requirement. Additionally, SWCA requests an additional $1,700 be allocated to this task to account for the 12-month project timeline extension related to agency-related project delays.

Task 04: Work Plan
The Work Plan deliverable was submitted to the USFS and COSF. SWCA assumes no further work or revision to this document will be necessary.

Task 05: Public involvement Strategy/Scoping:
The Public Involvement Strategy deliverable was submitted to the USFS and COSF. SWCA assumes no further work or revision to this document will be necessary.

Task 06: Preliminary Environmental Assessment Preparation:

SWCA has completed the preliminary draft of EA and submitted to USFS and COSF these for two review period and completed requested revisions in Spring 2020. Due to the delay in development of USFS resource reports past initial assumptions and the project schedule, SWCA was not able to incorporate this technical information into the preliminary draft EA.

Modification: SWCA requests the SOW be modified to assume that the reviewed preliminary draft submitted to the USFS and COSF fulfill the contract requirements for this task. SWCA requests an understanding that this project element has been completed and additional resource information (analysis) from the resource reports developed by the specialists will be incorporated under Task 07: Public Draft Environmental Assessment and Public Comment Response. Additionally, SWCA requests an additional $26,163.53 be added to this task to account for the following additions to Task 06 scope:

- SWCA support of specialist report development including development of report templates, provide conditions-based cause and effect analysis worksheets to the IDT, and review worksheets completed by USFS resource specialists. This support process allowed SWCA to ensure that specialist reports followed the same analysis strategy and will smoothly integrate into the Environmental Assessment document.
- Consultation and coordination between SWCA forestry specialists and USFS IDT members conducting fire and fuel loading analysis models (IFTDSS).
- SWCA completed three (Qty: 3) technical reviews of USFS reports.
- SWCA supported development of the analysis strategy for biological assessment and EA section for Mexican Spotted Owl (MSO) (*Strix occidentalis lucinda*). This included SWCA attendance of three MSO focused workshops with the USFS and USFWS working groups.

- Additional SWCA support of biological assessment and biological evaluation reports including communications with regional biologist and advisement of appropriate disclosure of occupancy data.

Task 07: Public Draft Environmental Assessment and Public Comment Response

The initial contract included SWCA preparing a "Public Draft Environmental Assessment" based on comments from USFS specialists and cooperating agency reviewers. SWCA was also contracted to review coded substantive public comments and coordinate with the USFS to prepare responses that clearly state how the comment was considered within a report document. This task cost included SWCA to be in attendance of one public meeting or at an alternate process point identified by SWCA and the USFS.

Modification (s):

- Due to the Covid-19 situation, USFS and COSF have elected to have a virtual public involvement process and to not host in-person public meetings for the safety of all involved. SWCA requests a SOW modification that would include SWCA attendance of one virtual public meeting hosted and facilitated by the agency(ies).
- To account for the out-of-scope work related to SWCA support in development of the proposed action and USFS resource reports as described, the USFS has agreed to provide staff labor to complete the public comment coding and response task. SWCA requests a contract language modification to amend SWCA's scope of work to remove responsibility of comment coding and individual responses. This would equate to a reallocation of $15,248.86 to necessary project tasks as detailed in Table 1.
    - Assumptions:
        - USFS staff would code all public comments and develop responses to either individual public comments or groups of comments of similar nature as they see fit.
        - SWCA would perform one round of review and develop suggested edits to advise USFS how to respond to comments and strategy for incorporation of new information into the post-public draft EA.
        - USFS would submit records of comments received and agency response in a format suitable for incorporation into the Project Record (SWCA Task 14).

Task 08 Monitoring Plan Development

The initial contract consisted of SWCA preparing the full monitoring plan to document restoration activities within the Santa Fe National Forest and inform the Environmental Assessment (EA).

Modification: SWCA requests a change of scope as to that SWCA will no longer draft the preliminary monitoring plan as this will be separately contracted by the USFS to a 3rd party entity. USFS contracted the monitoring plan separately to account for the additional level of effort provided by SWCA at the project kick off phase (SWCA Task 1). SWCA proposes to retain scope of work necessary to coordinate with the 3rd party developer to ensure consistency

with the EA analysis, and incorporate the final monitoring plan as an appendix to the EA. SWCA proposes the reduction of level of effort, $13,000 from this task be reallocated to the additional level of effort as detailed in Table 1.

Tasks 9-16:
Work has yet to be completed on tasks 9-16 and therefore no modifications are requested at this time.

COSTS
Estimated costs for providing additional environmental permitting services contained within the original proposal, as well as costs associated with the change to scope of services are provided in Table 1. There are no expenses beyond labor hours (out of NM) included in the modification, therefore there SWCA estimates no additional New Mexico Gross Receipts tax. A detailed breakdown of budget allocations is available upon request.

ASSUMPTIONS

- SWCA assumes contracting between the USFS and a 3rd party entity will occur for completion of the draft monitoring plan.
- No additional in-person meetings would be allocated under this modification.

Table 1: Project Tasks and Associated Costs

Task –	Original Cost	Cost Change
1. Project Kickoff	$5,164.44	+11,912.00
2. Monthly Meetings	$3,369.95	+6,000.00
3. Progress Reports	$2,090.08	+1,700.00
4. Work Plan	$1,878.72	-
5. Public Scoping Response	$12,514.01	-
6. Preliminary Environmental Assessment Preparation	$14,863.42	+26,136.53
7. Public Draft Environmental Assessment and Public Comment Response	$27,281.48	(-15,248.86)
8. Monitoring Plan Development	$15,751.89	(-13,000.00)
9. Technical References Database	$2,669.35	-
10. Draft Final Environmental Assessment	$9,073.63	-
11. Final Environmental Assessment	$5,045.15	-
12. Draft Decision Document	$4,469.79	-
13. Final Environmental Assessment and Draft Decision Document/Finding of No Significant Impact	$1,549.94	-
14. Project Administration Record	$6,966.92	-
15. Pre-Decisional Objection Response	$6,653.80	-
16. Final Decision Notice	$5,624.42	-
Subtotal	$124,966.99	142,466.99
Estimated Tax	$4,998.68	-
TOTAL	**$129,965.65**	**$147,465.67**
Contract Modification Amount		***$17,500.00***

We appreciate the opportunity to provide you with a proposal for the abovementioned services. If you have any questions regarding our scope or costs, please contact me (pmarchus@swca.com) or Jenn Clayton (jennifer.clayton@swca.com) at 970-459-1039.

Sincerely,



Paige Marchus
Natural Resources Program Director | New Mexico-Four Corners
SWCA Environmental Consultants

SWCAINC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2020

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: RAQUEL ALESSIO	
Commercial Lines - (602) 279-5800 USI Insurance Services LLC 2375 E. Camelback Rd., Suite 250 Phoenix, AZ 85016	PHONE (A/C, No, Ext): 602-374-1300	FAX (A/C, No): 602-279-5899
	E-MAIL ADDRESS: raquel.alessio@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Greenwich Insurance Company	22322
INSURED SWCA, Incorporated dba SWCA Environmental Consultants 20 East Thomas Road, Suite 1700 Phoenix AZ 85012	INSURER B : XL Specialty Insurance Company	37885
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15106200 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual X Watercraft Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			GEC001910415	7/26/2020	7/26/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AEC001910215	7/26/2020	7/26/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible: $0.00	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UEC001910315	7/26/2020	7/26/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WEC001910615	7/26/2020	7/26/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Consultants Environmental Liab Retroactive Dates			PEC001910515	07/26/2020 2/28/1990 7/26/2007	07/26/2021 - - - -	Retroactive Limits: 1st $2,000,000/$2,000,000 Next $3,000,000/$3,000,000	

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

The City of Santa Fe, affiliates, owners, etc., are additional insured (with waiver of subrogation) as required by written contract as per attached additional insured endorsements. When required in a written contract or agreement with the Named Insured the attached form(s) apply to this certificate: GENERAL LIABILITY: Additional Insured, Additional Insureds Owners, Lessees or Contractors Completed Operations, Waiver of Transfer of Rights of Recovery Against Others To Us, Amendment of Insured Contract Definition (see item 9. f.), Designated Construction Project(s) General Aggregate Limit, Additional Insured Designated Person or Organization, Additional Insured Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You, Primary/Non-Contributory Clause (includes "Not Contributing" wording). AUTOMOBILE LIABILITY: Automatic Additional Insured, Waiver of Transfer of Rights of Recovery Against Others; Primary and Noncontributory; Lessor Additional Insured and Loss Payee. WORKERS COMPENSATION: Waiver of

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe 200 Lincoln Avenue Santa Fe, New Mexico 87504	**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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Additional Remarks Schedule (Continued from Page 1)

Our Right to Recover from Others. PROFESSIONAL LIABILITY including POLLUTION LEGAL LIABILITY: Additional Insured and Waiver of Transfer of Rights of Recovery Against Others To Us included per attached forms. Excess Liability follows form as pertains to Additional Insured, Primary/Non-Contributory and Waiver of Subrogation. Excess policy is per occurrence basis. Excess Liability Limits are in Excess of automobile liability, general liability and workers compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
When Required by written contract	
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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 where required by written contract provided that such contract was executed prior to the date of loss.
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 07/26/2020 , forms a part of

Policy No. GEC001910415 issued to SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XIL 424 0605
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissable by law)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each of your projects away from premises owned by or rented to you- when required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER: AEC001910215

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR–ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	**SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS**
Endorsement Effective Date:	July 26, 2020

SCHEDULE

Insurance Company:	Greenwich Insurance Company
Policy Number: AEC001910215	**Effective Date:** 07-26-2020
Expiration Date: 07-26-2020	
Named Insured:	SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS
Address:	20 EAST THOMAS ROAD, SUITE 1700 PHOENIX, AZ 85012
Additional Insured (Lessor):	See Endorsement # 005
Address:	
Designation Or Description Of "Leased Autos":	See Endorsement# 005

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Coverages	Limit Of Insurance
Covered Autos Liability	**$ Each "Accident"**
Comprehensive	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Collision	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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POLICY NUMBER: AEC001910215 XIC4111013

ENDORSEMENT #006

This endorsement, effective 12:01 a.m., July 26, 2020 forms a part of Policy No. AEC001910215 issued to SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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BVIE 08/25/2017

ENDORSEMENT #005

This endorsement, effective 12:01 a.m., July 26, 2020 forms a part of Policy No. AEC001910215 issued to SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS by Greenwich Insurance Company.

In consideration of the premium charged, it is hereby understood and agreed that:

On form CA 20 01 LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

Additional Insured (Lessor) on the Schedule is amended to include:

ALL LESSORS

Designation or Description of "Leased Autos" on the Schedule is amended to include:

Any "Leased Auto"

All other terms and conditions remain the same.

_____
(Authorized Representative)

IXI 403 01 10
BVIE 08/25/2017

Policy Number: AEC001910215

COMMERCIAL AUTO
CA 04 49 1116

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: AEC001910215

COMMERCIAL AUTO
CA 04 4410 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS
Endorsement Effective Date:	07-26-2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-26-2020 Policy No. WEC001910615 Endorsement No.

Insured Premium $ Included

SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Insurance Company Countersigned by _____

Greenwich Insurance Company

WC 43 03 05
(Ed. 7-00)

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: All Texas Operations
3. Premium:
   The premium charge for this endorsement shall be 2.000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: $1,941

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-26-2020 Policy No. WEC001910615 Endorsement No.
Insured Premium Included
SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS
Insurance Company Countersigned by _____
Greenwich Insurance Company

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-26-2020 Policy No. WEC001910615 Endorsement No.

Insured Premium Included

SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Insurance Company Countersigned by _____

Greenwich Insurance Company

WC 00 03 13
(Ed. 4-84)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Where required by written agreement signed prior to loss	All California Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-26-2020	Policy No. WEC001910615	Endorsement No.
Insured SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS	Insurance Company Greenwich Insurance Company	

Countersigned By _____

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ITEM # 19-0822

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 **SWCA Environmental Consultants**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) Using an interdisciplinary approach, the preparation of the NEPA compliance documents for the Santa Fe Mountains Landscape Resiliency Project.

2) Organize, write and edit all documents required by CEQ (40 CFR parts 1500-1508) and Forest Service regulations (36 CFR 220) to complete an environmental assessment (EA). Work with the USFS Project Lead to coordinate a team of resource specialists and contractors to compile the appropriate information necessary for completing the EA. Ensure Interdisciplinary Team (IDT) members are well informed, check progress on tasks, provide guidance if needed, and keep the process moving according to the timeline.

3) Coordinate with Forest Service GIS analysts to produce all necessary project maps for the EA. Maps should include project area, resources, alternative actions, and cumulative actions. If engineering drawings are needed, they must be approved by a Forest Service Engineer.

4) The Contractor is expected to travel to Santa Fe for in-person meetings on 2-3 separate travel occasions.

5) Plan and support public meetings by helping to develop agendas, public involvement materials, recording notes and draft and/or edit letters to the public. Works with USFS Project Lead to plan and participate in between approximately 2 – 4 public meetings, which may include open houses, formal public meetings, field trips, and other meeting formats.

6) Participates in approximately 2 - 4 meetings with collaborative partners.

7) In coordination with USFS Project Lead, plans and facilitates IDT meetings approximately 1x per month. Develops meeting agendas, records and disseminates meeting notes, and follows up with individual IDT members on assigned tasks.

8) Maintain and index the project record in accordance with appropriate Forest Service specifications.

9) Complete a detailed project work plan and track progress on specific tasks on a schedule displayed by week provided to the City of Santa Fe and the USDA Forest Service. The project work plan will include the anticipated timeline, including dates for key meetings with partners and the ID Team, public meetings, and in-person travel occasions.

10) Tasks identified in Table 1. Tasks and Technical Approach of the RFP 19/59/P National Environmental Policy Act Planner proposal submitted by the Contractor.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Reports: By the 15th of each month, the Contractor shall provide monthly management reports throughout the lifetime of the project. The Contractor shall provide a meeting summary within 4 working days following each ID Team or public meeting during the lifetime of the project.

2) Work Plan: Within 30 days of issuance of the contract, the Contractor shall submit a work plan. The work plan shall be a comprehensive plan and schedule for completion of all aspects of the task order, following the schedule prepared by the Forest Service. See sample of "Estimated Timeline and Progress Schedule Worksheet" at the end of this prospectus. The work plan shall account for all the tasks within the scope of this task order, deliverables listed below, preparation time, and review time for each draft by the Forest Service. The work plan shall include an assessment of the existing data, preliminary identification of additional data needs for the EA, and preliminary identification of resource sections to include for the EA. The Contractor shall be responsible for keeping the work plan up to date.

3) Public Involvement Strategy: In coordination with the USFS Project Manager and Responsible Official, the Contractor shall review and revise as needed the public involvement strategy within 21 days of the issuance of the contract.

4) Scoping Comment Summary: The Contractor shall prepare a summary of scoping comments and issue analysis.

5) Draft Preliminary Environmental Assessment: The Contractor shall provide an electronic copy (using the Forest Service template) of a completed draft preliminary EA to the USFS Project Lead for Forest Service review. This document should include consideration of comments received from the public and issues identified during scoping, such as climate change, inventoried roadless areas, wildlife habitat, and air quality.

6) 30-day Review of Preliminary EA: The Contractor shall provide the preliminary EA for distribution to the public for the 30-day Notice and Comment process through a legal notice posted in the appropriate Newspapers of Record. The Contractor is responsible for US Postal Service mailing and email notifications.

7) 30-Day Public Review Comments: The Contractor shall analyze all comment letters received during the 30-day comment period and prepare a document responding to substantive comments and detailing how each comment was considered. Responses to comments shall be coordinated with relevant Forest Service specialists and Cooperating Agency partners. This document shall be indexed to the comment letters and placed in the project record.

8) Monitoring Plan: Prepared in conjunction with the Forest Service and partner agencies/organizations.

9) Technical References: Copies of technical references cited in the EA must be included in the project record.

10) Draft Final Environmental Assessment: The Contractor shall revise the preliminary Environmental Assessment and provide an electronic copy of a draft final EA to the Project

Leader for Forest Service review. This document should include consideration of public comments received during the 30-day comment period and Forest Service comments.

11) Final Environmental Assessment: The Contractor shall revise the document based on Forest Service comments, and prepare and provide an electronic copy of the final environmental assessment.

12) Draft Decision Document: The Contractor shall prepare the draft DN/FONSI, revise the document based on Forest Service comments, and prepare and provide an electronic copy of the final draft DN/FONSI.

13) Final Environmental Assessment and Draft Decision Document: Following Forest Service approval of the EA and draft DN/FONSI, the Contractor will distribute appropriate mailings and submit the legal notice of objection filing in the appropriate Newspapers of Record.

14) *Project Record: The project record* includes all the documents of all types (papers, studies, data, reference maps, correspondence, computer runs, etc.) scanned or converted into pdf format that support the decision making process. Documents must be dated.
The Contractor will organize and index the project record in compliance with the provided Forest Service specifications, including file naming conventions and indexing method compatible with Forest Service record keeping policy. . The Forest Service will provide to the Contractor all Forest Service internal documents for the project record. No draft documents shall be included in the project record. The Contractor shall submit the entire electronic project record at the time of Forest Service acceptance of the preliminary EA, again at the time of acceptance of the final EA, and again at the completion of the Contract.

15) Pre-Decisional Objections: The Contractor shall create issue worksheets, based on the Project Record, responsive to any objection contentions received. These worksheets will be delivered to the Project Leader for review and may require some communication regarding locating technical information in the Project Record. The Forest Service is responsible for responding to any objections received and meeting with objectors if appropriate.

16) Final Decision Document: The Contractor shall update the Final DN/FONSI, which will incorporate discussion of and any outcomes from the objections process.

17) All documents shall be published to Forest Service standards. Electronic word processing documents shall be Microsoft Word. Final NEPA documents shall be delivered in Microsoft Word, using templates provided by the Forest Service. Documents in the project record must be converted to .pdf prior to being transferred to the Forest Service and be 508 compliant. For enhanced communication and to minimize time constraints, it is anticipated and desired that many transmittals will be via electronic means.

18) The Forest Service will review all draft materials. Generally, one review and correction cycle will be sufficient prior to finalizing materials. However, based upon the amount or complexity of the Forest Service's revision comments, the Forest Service shall have the option of reviewing drafts until they are revised to the Forest Service's satisfaction.

C. The Contractor is not responsible for the following:

1) Developing the scope of the environmental analysis: The Forest Service will present to the Contractor a clear description of the specific proposal, why it is being proposed, and the nature and character of the decision to be made.

2) Initiating scoping: The Forest Service has developed a detailed proposed action and initiated scoping between June – July 2019.

3) Public Information: The Forest Service are responsible for preparing any information for release to the news media. The Agency will designate an official spokesperson who will receive all media and public contacts.

4) Biological Evaluation and Biological Assessment: The Forest Service will write the Biological Assessment (BA) analyzing the effects of the proposed action and alternatives on federally listed threatened and endangered species if Section 7 Consultation with the US Fish and Wildlife Service is required. The Forest Service will also write the Biological Evaluation (BE) analyzing the effects of the proposed action and alternatives on Forest Service Region 3 Sensitive Species.

5) Consultation: Forest Service specialists or line officers (Forest Supervisor or District Ranger) will be responsible for consulting with Native American Tribes, the New Mexico State Historic Preservation Officer, US Army Corps of Engineers and US Fish and Wildlife Service.

6) Posting documents on the web: The Forest Service is responsible for posting all relevant disclosure documents on the forest's website.

D. The receipt of the performance measures contemplated under this Agreement shall assist the City in obtaining its goal as set forth in the Sustainable Santa Fe 25-Year Plan on page 31. "**ES2: Enhance wildfire mitigation, preparedness, and resiliency efforts:** Increase and maintain preparedness, mitigation, education, and planning efforts so that communities are prepared for, can respond to, and rebound from wildfire. Additionally, address the connections between and impacts of wildfire on watersheds and stream health"

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on tasks identified in the RFP 19/59/P National Environmental Policy Act Planner proposal on Table 1. Tasks and Technical Approach on a quarterly basis, such compensation not to exceed one hundred twenty-nine thousand, nine hundred sixty-five dollars and sixty-five cents ($129,965.65) inclusive of gross receipts tax.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred twenty-nine thousand, nine hundred sixty-five dollars and sixty-five cents ($129,965.65). 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, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. 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 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:
Porfirio Chavarria
200 Murales Road
PO BOX 909
Santa Fe NM, 87504
pnchavarria@santafenm.gov

To the Contractor:

Matt Edwards, PhD
Vice President, New Mexico—Four Corners
SWCA Environmental Consultants
5647 Jefferson Street, NE
Albuquerque, New Mexico, 87109
P 505.254.1115 | M 801.244.2872

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: 10/18/19

CONTRACTOR:
SWCA Environmental Consultants

See Attached
Matt Edwards, PhD
Vice President, New Mexico - Four Corners

DATE:
CRS#02-151423-00-2

Registration # 221524

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 10-8-19

APPROVED AS TO FORM:

9/24/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

for Mary McCoy 10/17/19
MARY MCCOY, FINANCE DIRECTOR

2220173.510300
Business Unit Line Item

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:
SWCA Environmental Consultants

Matt Edwards, PhD
Vice President, New Mexico - Four Corners

DATE: 08 Oct 19
CRS#02-151423-00-2

Registration # 221524

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

9/24/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

2220173.510300
Business Unit Line Item

Ecosystems

Enhance the ecological resilience of Santa Fe by restoring native ecosystems' structure and function and ensuring that urban development supports and restores ecological processes, including carbon sequestration.



SETH ROFFMAN

Background

The Santa Fe region's natural resources and ecological processes sustain life and support community and economic vitality. Continued conservation, management, and stewardship of ecosystems is important, especially as they begin to experience and adapt to the impacts from climate change.

Watershed protection is vital, as rain and snowfall from the mountains provide the water that flows southeastward through a network of arroyos, which serve as habitat and interconnections for natural ecosystems. Likewise, wildfire preparedness is critical as fires are a natural part of the ecological processes of forests. Further, Santa Fe is located downstream from Los Alamos National Laboratory (LANL), leading to concerns about hazardous waste contamination, and presenting opportunities to remediate upstream contamination and restore ecological processes.

The City of Santa Fe can lead in stewardship of the community's air, water, soil, flora, and fauna, by restoring ecological processes and incorporating conservation best management practices into community planning and infrastructure projects. In turn, enhancing biodiversity, strengthening wildlife corridors, and further connecting trails and open spaces, will help enhance biodiversity, community resiliency, livability, health, and wellbeing.

There are numerous environmental organizations within the Santa Fe region that focus on nearly all aspects of improving the natural environment. These organizations compliment, enhance, or fill gaps in City programs. Much of the input from these organizations and individuals call for identifying overlapping areas of interest, responsibility and jurisdiction, and to engage with residents and businesses to plan specific projects, implement specific improvements and remediation, and participate in existing projects and plans that affect their environments.

Did You Know?

In cooperation with a wide variety of public and private partners, the City of Santa Fe is one of five communities working with the Environmental Protection Agency (EPA) in a national pilot project for stormwater planning; and will produce the *City of Santa Fe Stormwater Management Plan*. This effort uses long-term planning to promote effective stormwater management in the community, while also supporting the community's broader vision and goals, such as flood reduction, increased neighborhood aesthetics, improved recreational opportunities through water quality improvement, protection of critical infrastructure, and public health protection. The plan addresses steps to ensure infiltration of stormwater to increase biodiversity in the watershed, control soil erosion, reduce pollutants in our arroyos and river, and provide shade, beauty, wildlife habitat, and wind protection along trails, streets, parks, and open spaces. Specific efforts include the completion of the Alameda Rain Gardens Project, the expansion of the City's Adopt-a-River program to include arroyos, and the implementation of green infrastructure projects.

Additionally, the Parks and Recreation Department will complete an updated *City of Santa Fe Parks, Open Space, Trails, & Recreation Master Plan* in 2018. This plan addresses the 1,100 acres of parks, 4,000 acres of open space and 35 miles of trails that are maintained by the Parks and Recreation Department. The goals of interconnected open space and trails for ecological restoration and preservation, wildlife habitat, and human connection with nature that are part of this sustainability plan work in conjunction with these planning efforts.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201657**

Contractor: **SWCA Environmental Consultants**

Description: **Contract is to perform environmental analysis in compliance with the National Environmental Policy Act in partnership with the Santa Fe National Forest as part of a Challenge Cost-Share Grant Agreement 17-0519**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **10/18/2019** Term End Date: **06/30/2021**

☑ Approved by Council Date: **10/08/2019**

Contract / Lease: **National Environmental Policy Act Planner**

Amendment # **1** to the Original Contract / Lease # **19-0822**

Increase/(Decrease) Amount $ **$17,500 to to a total contract amount $147,465.65**

Extend Termination Date to: **6/30/2022**

☐ Approved by Council Date:

Amendment is for: **Increasing funding levels and extending the contract term.**

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

Contract executed in October 2019 as part of the Challenge Cost-Share Grant Agreement 17-0519. Delays arose due to covid-19 pandemic, Forest Service spotted owl injunctions, and longer than anticipated project task completion.

3. **Procurement History:** **RFP 19/59/P awarded to SWCA**

Fran Dunaway (May 27, 2021 09:53 MDT) — May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **2220173.490515** **Org / Object:** **2220173.510310**

Andy Hopkins (May 26, 2021 10:03 MDT) — May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Increase and extenstion detailed in Amendment Exhibit B**

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: SWCA INC.

Procurement Title: National Environmental Policy Act Planner

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 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 Specialist | 05/21/2021

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

Fran Dunaway

Fran Dunaway (May 27, 2021 09:53 MDT)

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

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

*

City of Santa Fe, New Mexico
Memorandum

DATE: **May 21, 2020**

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
Paul Babcock, Fire Chief

FROM: **Nathan Miller, Wildland Superintendent**
Porfirio Chavarria, Wildland-Urban Interface Specialist

ITEM AND ISSUE:
Request for the Approval of the Amendment #1 to contract 19-0822 to increase amount by $17,500 in the Total Amount of $147,465.65 and extend the term from June 30, 2021 to June 30, 2022. (Porfirio Chavarria, pnchavarria@santafenm.gov, 505.955.3119)

BACKGROUND AND SUMMARY:

Request for Proposal 19/59/P National Environmental Policy Act Planner was awarded to SWCA Inc. and a professional services contract (Munis #3201657) was executed on October 18, 2019. The original contract amount was $129,965.65 to perform environmental analysis for the Santa Fe Mountains Landscape Resiliency project in partnership with the Santa Fe National Forest as part of the Challenge Cost-Share Grant Agreement #17-0519.

Delays occurred during the contract due to Covid-19, Forest Service spotted owl injunctions and longer than anticipated project task completion. Due to the delays an extention to the term and increase in cost is needed to complete the project.

PROCUREMENT METHOD:
Professional Services Contract awarded through RFP 19/59/P between the City of Santa Fe Fire Department and SWCA Inc. funded by the Challenge Cost-Share Grant Agreement with the USDA Forest Service, Santa Fe National Forest.

CONTRACT NUMBER:
The FY20 Munis contract number is 32001657.

FUNDING SOURCE:
Fund Name/Number: Wildland Urban Interface/Fund 222
Munis Org Name/Number: Fire-Wildland Grants/2220173
Munis Object Name/Number: Office Supplies/530100

ACTION REQUESTED:
Fire Deparmtent respectfully requests your review and approval increasing amount and extending the Professional Services Agreement.

Item#_____
Munis Contract# 3201657

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES CONTRACT AGREEMENT
ITEM# 19-0822

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT AGREEMENT, dated October 18, 2019 the "Agreement"), between the City of Santa Fe (the "City") and SWCA 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 the following services.

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, Section A, Item 10) Tasks identified in Table 1. Tasks and Technical Approach of the RFP 19/59/P National Environmental Policy Act Planner proposal submitted by the Contractor is amended to include additional task items as described in Exhibit “B” attached hereto and incorporated herein.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $17,500, 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 satisfactorily performed based on tasks identified in the RFP 19/59/P National Environmental Policy Act Planner Proposal on Table 1. Tasks and Technical Approach on a quarterly basis, such compensation not to exceed one hundred forty-seven thousand, four hundred sixty-five dollars and sixty-five cents ($147,465.65) inclusive of gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred forty-seven thousand, four hundred sixty-five dollars and sixty-five cents ($147,465.65). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 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 13-1-15-NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
SWCA

_____
NAME

_____
TITLE

DATE:_____
CRS#_____
Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 20, 2021 14:49 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org.#

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.

Albuquerque Office
5647Jefferson Street NE
Albuquerque, NM 87109
Tel 505.254.1115 Fax 505.254.1116
www.swca.com

Revised: May 17, 2021

Porfirio Chavarria
Wildlife Urban Interface
Santa Fe Fire Department
200 Murales Rd.
Santa Fe, NM 87501

RE: Santa Fe Mountains Landscape Resiliency Project– Contract Modification

Dear Mr. Chavarria,

Per our discussion regarding a Contract Modification request to accommodate additional environmental services for the Santa Fe Mountains Landscape Restoration Project (SMLRP) (project) in New Mexico, SWCA has identified the following scope of work (SOW) modifications and associated costs that were outside of the original project scope (Notice to Proceed received October 21, 2019). An original change order and Contract Modification request was submitted to the City of Santa Fe (COSF) in February 2020; however, this was not executed. Due to additional changes in SOW, SWCA is resubmitting this Contract Modification request.

Costs associated with the requested modifications to the contracted scope of work for additional services to support NEPA compliance efforts are included in Table 1. In summary, SWCA requests the following changes:

- Increase to contract funding totally $17,500, including estimated NMGRT.
- Change in scope of work to adjust for modified level of effort on various tasks as outlined below.
- Extension of end of contract date (delivery date) to June 2022 to account for USFS project hold related to specialist report development and analysis for Mexican Spotted Owl.

SCOPE OF WORK

Task 01 Project Kick-off

The initial contract consisted of one-in person meeting at project initiation to develop project milestones and a project schedule timeline with USFS and City of Santa Fe staff. This was based off of assumptions that the USFS would provide a complete and detailed proposed action of the proposed project as well as all necessary specialist reports. However, it was determined that to meet USFS directives for the National Environmental Policy Act (NEPA) analysis of the project using a "conditions-based management" approach, significant refinement and development of the proposed action and associated project design features was required to meet NEPA requirements. Additionally, specialist reports were not completed per the agreed upon timeline as they needed to be informed by the final proposed action and design features, which further extended the project initiation & development phase.

Modification: SWCA is requesting additional funding of $11,912 be allocated to this task to account for the following changes to the scope Task 01:

- Increased project management and coordination time to support the USFS project development phase;
- Support the development of the proposed action which will allow NEPA analysis to be based on a "conditions-based management" approach be the USFS;
- Facilitation of additional meetings to support the interdisciplinary team (IDT) members in the development of project "conditions-based management" focused proposed action.
- SWCA review of proposed action and design feature documentation prior to incorporation into the EA.
- SWCA providing example project design features from similar projects.
- SWCA guiding the development of the final proposed action and communicating directly with specialists to answer questions.

Task 02 Monthly Meetings:

The initial contract assumed facilitation of monthly IDT-meetings including development of schedules, meeting agendas and records.

Modification: Due to the extension of the project timeline, SWCA requests additional funding of $6,000 be allocated to Task 2 to cover the cost of communication and additional agency coordination.

- Due to requested extension of the project
- Assumption: Monthly meetings for the duration of the project will not exceed one hour (Qty: 12) and only be attended by the SWCA project manager (Jenn Clayton), the USFS, and COSF.

Task 03: Progress reports:

The initial contract assumed submittal of project reports to COSF and USFS on a monthly basis to communicate task progress and facilitate other coordination. USFS and COSF have expressed preference for phone conversations.

Modification: SWCA proposed to modify the scope of work to allow for either written progress reports or a phone meeting between SWCA, USFS and COSF project leads to fulfill this requirement. Additionally, SWCA requests an additional $1,700 be allocated to this task to account for the 12-month project timeline extension related to agency-related project delays.

Task 04: Work Plan

The Work Plan deliverable was submitted to the USFS and COSF. SWCA assumes no further work or revision to this document will be necessary.

Task 05: Public involvement Strategy/Scoping:

The Public Involvement Strategy deliverable was submitted to the USFS and COSF. SWCA assumes no further work or revision to this document will be necessary.

Task 06: Preliminary Environmental Assessment Preparation:

SWCA has completed the preliminary draft of EA and submitted to USFS and COSF these for two review period and completed requested revisions in Spring 2020. Due to the delay in development of USFS resource reports past initial assumptions and the project schedule, SWCA was not able to incorporate this technical information into the preliminary draft EA.

Modification: SWCA requests the SOW be modified to assume that the reviewed preliminary draft submitted to the USFS and COSF fulfill the contract requirements for this task. SWCA requests an understanding that this project element has been completed and additional resource information (analysis) from the resource reports developed by the specialists will be incorporated under Task 07: Public Draft Environmental Assessment and Public Comment Response. Additionally, SWCA requests an additional $26,163.53 be added to this task to account for the following additions to Task 06 scope:

- SWCA support of specialist report development including development of report templates, provide conditions-based cause and effect analysis worksheets to the IDT, and review worksheets completed by USFS resource specialists. This support process allowed SWCA to ensure that specialist reports followed the same analysis strategy and will smoothly integrate into the Environmental Assessment document.
- Consultation and coordination between SWCA forestry specialists and USFS IDT members conducting fire and fuel loading analysis models (IFTDSS).
- SWCA completed three (Qty: 3) technical reviews of USFS reports.
- SWCA supported development of the analysis strategy for biological assessment and EA section for Mexican Spotted Owl (MSO) (*Strix occidentalis lucinda*). This included SWCA attendance of three MSO focused workshops with the USFS and USFWS working groups.

- Additional SWCA support of biological assessment and biological evaluation reports including communications with regional biologist and advisement of appropriate disclosure of occupancy data.

Task 07: Public Draft Environmental Assessment and Public Comment Response

The initial contract included SWCA preparing a "Public Draft Environmental Assessment" based on comments from USFS specialists and cooperating agency reviewers. SWCA was also contracted to review coded substantive public comments and coordinate with the USFS to prepare responses that clearly state how the comment was considered within a report document. This task cost included SWCA to be in attendance of one public meeting or at an alternate process point identified by SWCA and the USFS.

Modification (s):

- Due to the Covid-19 situation, USFS and COSF have elected to have a virtual public involvement process and to not host in-person public meetings for the safety of all involved. SWCA requests a SOW modification that would include SWCA attendance of one virtual public meeting hosted and facilitated by the agency(ies).
- To account for the out-of-scope work related to SWCA support in development of the proposed action and USFS resource reports as described, the USFS has agreed to provide staff labor to complete the public comment coding and response task. SWCA requests a contract language modification to amend SWCA's scope of work to remove responsibility of comment coding and individual responses. This would equate to a reallocation of $15,248.86 to necessary project tasks as detailed in Table 1.
    - Assumptions:
        - USFS staff would code all public comments and develop responses to either individual public comments or groups of comments of similar nature as they see fit.
        - SWCA would perform one round of review and develop suggested edits to advise USFS how to respond to comments and strategy for incorporation of new information into the post-public draft EA.
        - USFS would submit records of comments received and agency response in a format suitable for incorporation into the Project Record (SWCA Task 14).

Task 08 Monitoring Plan Development

The initial contract consisted of SWCA preparing the full monitoring plan to document restoration activities within the Santa Fe National Forest and inform the Environmental Assessment (EA).

Modification: SWCA requests a change of scope as to that SWCA will no longer draft the preliminary monitoring plan as this will be separately contracted by the USFS to a 3rd party entity. USFS contracted the monitoring plan separately to account for the additional level of effort provided by SWCA at the project kick off phase (SWCA Task 1). SWCA proposes to retain scope of work necessary to coordinate with the 3rd party developer to ensure consistency

with the EA analysis, and incorporate the final monitoring plan as an appendix to the EA. SWCA proposes the reduction of level of effort, $13,000 from this task be reallocated to the additional level of effort as detailed in Table 1.

Tasks 9-16:
Work has yet to be completed on tasks 9-16 and therefore no modifications are requested at this time.

COSTS
Estimated costs for providing additional environmental permitting services contained within the original proposal, as well as costs associated with the change to scope of services are provided in Table 1. There are no expenses beyond labor hours (out of NM) included in the modification, therefore there SWCA estimates no additional New Mexico Gross Receipts tax. A detailed breakdown of budget allocations is available upon request.

ASSUMPTIONS

- SWCA assumes contracting between the USFS and a 3rd party entity will occur for completion of the draft monitoring plan.
- No additional in-person meetings would be allocated under this modification.

Table 1: Project Tasks and Associated Costs

Task –	Original Cost	Cost Change
1. Project Kickoff	$5,164.44	+11,912.00
2. Monthly Meetings	$3,369.95	+6,000.00
3. Progress Reports	$2,090.08	+1,700.00
4. Work Plan	$1,878.72	-
5. Public Scoping Response	$12,514.01	-
6. Preliminary Environmental Assessment Preparation	$14,863.42	+26,136.53
7. Public Draft Environmental Assessment and Public Comment Response	$27,281.48	(-15,248.86)
8. Monitoring Plan Development	$15,751.89	(-13,000.00)
9. Technical References Database	$2,669.35	-
10. Draft Final Environmental Assessment	$9,073.63	-
11. Final Environmental Assessment	$5,045.15	-
12. Draft Decision Document	$4,469.79	-
13. Final Environmental Assessment and Draft Decision Document/Finding of No Significant Impact	$1,549.94	-
14. Project Administration Record	$6,966.92	-
15. Pre-Decisional Objection Response	$6,653.80	-
16. Final Decision Notice	$5,624.42	-
Subtotal	$124,966.99	142,466.99
Estimated Tax	$4,998.68	-
TOTAL	**$129,965.65**	**$147,465.67**
Contract Modification Amount		***$17,500.00***

We appreciate the opportunity to provide you with a proposal for the abovementioned services. If you have any questions regarding our scope or costs, please contact me (pmarchus@swca.com) or Jenn Clayton (jennifer.clayton@swca.com) at 970-459-1039.

Sincerely,



Paige Marchus
Natural Resources Program Director | New Mexico-Four Corners
SWCA Environmental Consultants

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SWCA, INCORPORATED
DBA: SWCA ENVIRONMENTAL CONSULTANTS

Business Location: 20 E THOMAS RD
PHOENIX, AZ 85012

Owner: SWCA INCORPORATED

License Number: 230469

Issued Date: May 24, 2021

Expiration Date: May 24, 2022

CRS Number: 02151423002

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

SWCA, INCORPORATED
5647 JEFFERSON ST NE
ALBUQUERQUE, NM 87109

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

SWCAINC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2020

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: RAQUEL ALESSIO	
Commercial Lines - (602) 279-5800 USI Insurance Services LLC 2375 E. Camelback Rd., Suite 250 Phoenix, AZ 85016	PHONE (A/C, No, Ext): 602-374-1300	FAX (A/C, No): 602-279-5899
	E-MAIL ADDRESS: raquel.alessio@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Greenwich Insurance Company	22322
INSURED SWCA, Incorporated dba SWCA Environmental Consultants 20 East Thomas Road, Suite 1700 Phoenix AZ 85012	INSURER B : XL Specialty Insurance Company	37885
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15106200 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual X Watercraft Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GEC001910415	7/26/2020	7/26/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AEC001910215	7/26/2020	7/26/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible: $0.00	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UEC001910315	7/26/2020	7/26/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WEC001910615	7/26/2020	7/26/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Consultants Environmental Liab Retroactive Dates			PEC001910515	07/26/2020 2/28/1990 7/26/2007	07/26/2021 - - - -	Retroactive Limits: 1st $2,000,000/$2,000,000 Next $3,000,000/$3,000,000	

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

The City of Santa Fe, affiliates, owners, etc., are additional insured (with waiver of subrogation) as required by written contract as per attached additional insured endorsements. When required in a written contract or agreement with the Named Insured the attached form(s) apply to this certificate: GENERAL LIABILITY: Additional Insured, Additional Insureds Owners, Lessees or Contractors Completed Operations, Waiver of Transfer of Rights of Recovery Against Others To Us, Amendment of Insured Contract Definition (see item 9. f.), Designated Construction Project(s) General Aggregate Limit, Additional Insured Designated Person or Organization, Additional Insured Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You, Primary/Non-Contributory Clause (includes "Not Contributing" wording). AUTOMOBILE LIABILITY: Automatic Additional Insured, Waiver of Transfer of Rights of Recovery Against Others; Primary and Noncontributory; Lessor Additional Insured and Loss Payee. WORKERS COMPENSATION: Waiver of

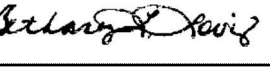
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Additional Remarks Schedule (Continued from Page 1)

Our Right to Recover from Others. PROFESSIONAL LIABILITY including POLLUTION LEGAL LIABILITY: Additional Insured and Waiver of Transfer of Rights of Recovery Against Others To Us included per attached forms. Excess Liability follows form as pertains to Additional Insured, Primary/Non-Contributory and Waiver of Subrogation. Excess policy is per occurrence basis. Excess Liability Limits are in Excess of automobile liability, general liability and workers compensation.

Additional Remarks Schedule-Con't

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
When Required by written contract	
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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 where required by written contract provided that such contract was executed prior to the date of loss.
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., 07/26/2020 , forms a part of

Policy No. GEC001910415 issued to SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XIL 424 0605
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissable by law)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each of your projects away from premises owned by or rented to you- when required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER: AEC001910215

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR–ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	**SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS**
Endorsement Effective Date:	July 26, 2020

SCHEDULE

Insurance Company:	Greenwich Insurance Company
Policy Number: AEC001910215	**Effective Date:** 07-26-2020
Expiration Date: 07-26-2020	
Named Insured:	SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS
Address:	20 EAST THOMAS ROAD, SUITE 1700 PHOENIX, AZ 85012
Additional Insured (Lessor):	See Endorsement # 005
Address:	
Designation Or Description Of "Leased Autos":	See Endorsement# 005

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Coverages	Limit Of Insurance
Covered Autos Liability	**$ Each "Accident"**
Comprehensive	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Collision	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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POLICY NUMBER: AEC001910215 XIC4111013

ENDORSEMENT #006

This endorsement, effective 12:01 a.m., July 26, 2020 forms a part of Policy No. AEC001910215 issued to SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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BVIE 08/25/2017

ENDORSEMENT #005

This endorsement, effective 12:01 a.m., July 26, 2020 forms a part of Policy No. AEC001910215 issued to SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS by Greenwich Insurance Company.

In consideration of the premium charged, it is hereby understood and agreed that:

On form CA 20 01 LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

Additional Insured (Lessor) on the Schedule is amended to include:

ALL LESSORS

Designation or Description of "Leased Autos" on the Schedule is amended to include:

Any "Leased Auto"

All other terms and conditions remain the same.

_____
(Authorized Representative)

IXI 403 01 10
BVIE 08/25/2017

Policy Number: AEC001910215

COMMERCIAL AUTO
CA 04 49 1116

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: AEC001910215

COMMERCIAL AUTO
CA 04 4410 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS
Endorsement Effective Date:	07-26-2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-26-2020 Policy No. WEC001910615 Endorsement No.

Insured Premium $ Included

SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Insurance Company Countersigned by _____

Greenwich Insurance Company

WC 43 03 05
(Ed. 7-00)

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: All Texas Operations
3. Premium:
   The premium charge for this endorsement shall be 2.000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: $1,941

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-26-2020 Policy No. WEC001910615 Endorsement No.
Insured Premium Included
SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS
Insurance Company Countersigned by _____
Greenwich Insurance Company

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-26-2020 Policy No. WEC001910615 Endorsement No.

Insured Premium Included

SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Insurance Company Countersigned by _____

Greenwich Insurance Company

WC 00 03 13
(Ed. 4-84)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Where required by written agreement signed prior to loss	All California Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-26-2020	Policy No. WEC001910615	Endorsement No.
Insured SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS	Insurance Company Greenwich Insurance Company	

Countersigned By _____

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ITEM # 19-0822

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 **SWCA Environmental Consultants**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) Using an interdisciplinary approach, the preparation of the NEPA compliance documents for the Santa Fe Mountains Landscape Resiliency Project.

2) Organize, write and edit all documents required by CEQ (40 CFR parts 1500-1508) and Forest Service regulations (36 CFR 220) to complete an environmental assessment (EA). Work with the USFS Project Lead to coordinate a team of resource specialists and contractors to compile the appropriate information necessary for completing the EA. Ensure Interdisciplinary Team (IDT) members are well informed, check progress on tasks, provide guidance if needed, and keep the process moving according to the timeline.

3) Coordinate with Forest Service GIS analysts to produce all necessary project maps for the EA. Maps should include project area, resources, alternative actions, and cumulative actions. If engineering drawings are needed, they must be approved by a Forest Service Engineer.

4) The Contractor is expected to travel to Santa Fe for in-person meetings on 2-3 separate travel occasions.

5) Plan and support public meetings by helping to develop agendas, public involvement materials, recording notes and draft and/or edit letters to the public. Works with USFS Project Lead to plan and participate in between approximately 2 – 4 public meetings, which may include open houses, formal public meetings, field trips, and other meeting formats.

6) Participates in approximately 2 - 4 meetings with collaborative partners.

7) In coordination with USFS Project Lead, plans and facilitates IDT meetings approximately 1x per month. Develops meeting agendas, records and disseminates meeting notes, and follows up with individual IDT members on assigned tasks.

8) Maintain and index the project record in accordance with appropriate Forest Service specifications.

9) Complete a detailed project work plan and track progress on specific tasks on a schedule displayed by week provided to the City of Santa Fe and the USDA Forest Service. The project work plan will include the anticipated timeline, including dates for key meetings with partners and the ID Team, public meetings, and in-person travel occasions.

10) Tasks identified in Table 1. Tasks and Technical Approach of the RFP 19/59/P National Environmental Policy Act Planner proposal submitted by the Contractor.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Reports: By the 15th of each month, the Contractor shall provide monthly management reports throughout the lifetime of the project. The Contractor shall provide a meeting summary within 4 working days following each ID Team or public meeting during the lifetime of the project.

2) Work Plan: Within 30 days of issuance of the contract, the Contractor shall submit a work plan. The work plan shall be a comprehensive plan and schedule for completion of all aspects of the task order, following the schedule prepared by the Forest Service. See sample of "Estimated Timeline and Progress Schedule Worksheet" at the end of this prospectus. The work plan shall account for all the tasks within the scope of this task order, deliverables listed below, preparation time, and review time for each draft by the Forest Service. The work plan shall include an assessment of the existing data, preliminary identification of additional data needs for the EA, and preliminary identification of resource sections to include for the EA. The Contractor shall be responsible for keeping the work plan up to date.

3) Public Involvement Strategy: In coordination with the USFS Project Manager and Responsible Official, the Contractor shall review and revise as needed the public involvement strategy within 21 days of the issuance of the contract.

4) Scoping Comment Summary: The Contractor shall prepare a summary of scoping comments and issue analysis.

5) Draft Preliminary Environmental Assessment: The Contractor shall provide an electronic copy (using the Forest Service template) of a completed draft preliminary EA to the USFS Project Lead for Forest Service review. This document should include consideration of comments received from the public and issues identified during scoping, such as climate change, inventoried roadless areas, wildlife habitat, and air quality.

6) 30-day Review of Preliminary EA: The Contractor shall provide the preliminary EA for distribution to the public for the 30-day Notice and Comment process through a legal notice posted in the appropriate Newspapers of Record. The Contractor is responsible for US Postal Service mailing and email notifications.

7) 30-Day Public Review Comments: The Contractor shall analyze all comment letters received during the 30-day comment period and prepare a document responding to substantive comments and detailing how each comment was considered. Responses to comments shall be coordinated with relevant Forest Service specialists and Cooperating Agency partners. This document shall be indexed to the comment letters and placed in the project record.

8) Monitoring Plan: Prepared in conjunction with the Forest Service and partner agencies/organizations.

9) Technical References: Copies of technical references cited in the EA must be included in the project record.

10) Draft Final Environmental Assessment: The Contractor shall revise the preliminary Environmental Assessment and provide an electronic copy of a draft final EA to the Project

Leader for Forest Service review. This document should include consideration of public comments received during the 30-day comment period and Forest Service comments.

11) Final Environmental Assessment: The Contractor shall revise the document based on Forest Service comments, and prepare and provide an electronic copy of the final environmental assessment.

12) Draft Decision Document: The Contractor shall prepare the draft DN/FONSI, revise the document based on Forest Service comments, and prepare and provide an electronic copy of the final draft DN/FONSI.

13) Final Environmental Assessment and Draft Decision Document: Following Forest Service approval of the EA and draft DN/FONSI, the Contractor will distribute appropriate mailings and submit the legal notice of objection filing in the appropriate Newspapers of Record.

14) *Project Record: The project record* includes all the documents of all types (papers, studies, data, reference maps, correspondence, computer runs, etc.) scanned or converted into pdf format that support the decision making process. Documents must be dated.
The Contractor will organize and index the project record in compliance with the provided Forest Service specifications, including file naming conventions and indexing method compatible with Forest Service record keeping policy. . The Forest Service will provide to the Contractor all Forest Service internal documents for the project record. No draft documents shall be included in the project record. The Contractor shall submit the entire electronic project record at the time of Forest Service acceptance of the preliminary EA, again at the time of acceptance of the final EA, and again at the completion of the Contract.

15) Pre-Decisional Objections: The Contractor shall create issue worksheets, based on the Project Record, responsive to any objection contentions received. These worksheets will be delivered to the Project Leader for review and may require some communication regarding locating technical information in the Project Record. The Forest Service is responsible for responding to any objections received and meeting with objectors if appropriate.

16) Final Decision Document: The Contractor shall update the Final DN/FONSI, which will incorporate discussion of and any outcomes from the objections process.

17) All documents shall be published to Forest Service standards. Electronic word processing documents shall be Microsoft Word. Final NEPA documents shall be delivered in Microsoft Word, using templates provided by the Forest Service. Documents in the project record must be converted to .pdf prior to being transferred to the Forest Service and be 508 compliant. For enhanced communication and to minimize time constraints, it is anticipated and desired that many transmittals will be via electronic means.

18) The Forest Service will review all draft materials. Generally, one review and correction cycle will be sufficient prior to finalizing materials. However, based upon the amount or complexity of the Forest Service's revision comments, the Forest Service shall have the option of reviewing drafts until they are revised to the Forest Service's satisfaction.

C. The Contractor is not responsible for the following:

1) Developing the scope of the environmental analysis: The Forest Service will present to the Contractor a clear description of the specific proposal, why it is being proposed, and the nature and character of the decision to be made.

2) Initiating scoping: The Forest Service has developed a detailed proposed action and initiated scoping between June – July 2019.

3) Public Information: The Forest Service are responsible for preparing any information for release to the news media. The Agency will designate an official spokesperson who will receive all media and public contacts.

4) Biological Evaluation and Biological Assessment: The Forest Service will write the Biological Assessment (BA) analyzing the effects of the proposed action and alternatives on federally listed threatened and endangered species if Section 7 Consultation with the US Fish and Wildlife Service is required. The Forest Service will also write the Biological Evaluation (BE) analyzing the effects of the proposed action and alternatives on Forest Service Region 3 Sensitive Species.

5) Consultation: Forest Service specialists or line officers (Forest Supervisor or District Ranger) will be responsible for consulting with Native American Tribes, the New Mexico State Historic Preservation Officer, US Army Corps of Engineers and US Fish and Wildlife Service.

6) Posting documents on the web: The Forest Service is responsible for posting all relevant disclosure documents on the forest's website.

D. The receipt of the performance measures contemplated under this Agreement shall assist the City in obtaining its goal as set forth in the Sustainable Santa Fe 25-Year Plan on page 31. "**ES2: Enhance wildfire mitigation, preparedness, and resiliency efforts:** Increase and maintain preparedness, mitigation, education, and planning efforts so that communities are prepared for, can respond to, and rebound from wildfire. Additionally, address the connections between and impacts of wildfire on watersheds and stream health"

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on tasks identified in the RFP 19/59/P National Environmental Policy Act Planner proposal on Table 1. Tasks and Technical Approach on a quarterly basis, such compensation not to exceed one hundred twenty-nine thousand, nine hundred sixty-five dollars and sixty-five cents ($129,965.65) inclusive of gross receipts tax.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred twenty-nine thousand, nine hundred sixty-five dollars and sixty-five cents ($129,965.65). 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, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. 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 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:
Porfirio Chavarria
200 Murales Road
PO BOX 909
Santa Fe NM, 87504
pnchavarria@santafenm.gov

To the Contractor:

Matt Edwards, PhD
Vice President, New Mexico—Four Corners
SWCA Environmental Consultants
5647 Jefferson Street, NE
Albuquerque, New Mexico, 87109
P 505.254.1115 | M 801.244.2872

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: 10/18/19

CONTRACTOR:
SWCA Environmental Consultants

See Attached
Matt Edwards, PhD
Vice President, New Mexico - Four Corners

DATE:
CRS#02-151423-00-2

Registration # 221524

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 10-8-19

APPROVED AS TO FORM:

9/24/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

for Mary McCoy 10/17/19
MARY MCCOY, FINANCE DIRECTOR

2220173.510300
Business Unit Line Item

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:
SWCA Environmental Consultants

Matt Edwards, PhD
Vice President, New Mexico - Four Corners

DATE: 08 Oct 19
CRS#02-151423-00-2

Registration # 221524

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

9/24/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

2220173.510300
Business Unit Line Item

Ecosystems

Enhance the ecological resilience of Santa Fe by restoring native ecosystems' structure and function and ensuring that urban development supports and restores ecological processes, including carbon sequestration.



SETH ROFFMAN

Background

The Santa Fe region's natural resources and ecological processes sustain life and support community and economic vitality. Continued conservation, management, and stewardship of ecosystems is important, especially as they begin to experience and adapt to the impacts from climate change.

Watershed protection is vital, as rain and snowfall from the mountains provide the water that flows southeastward through a network of arroyos, which serve as habitat and interconnections for natural ecosystems. Likewise, wildfire preparedness is critical as fires are a natural part of the ecological processes of forests. Further, Santa Fe is located downstream from Los Alamos National Laboratory (LANL), leading to concerns about hazardous waste contamination, and presenting opportunities to remediate upstream contamination and restore ecological processes.

The City of Santa Fe can lead in stewardship of the community's air, water, soil, flora, and fauna, by restoring ecological processes and incorporating conservation best management practices into community planning and infrastructure projects. In turn, enhancing biodiversity, strengthening wildlife corridors, and further connecting trails and open spaces, will help enhance biodiversity, community resiliency, livability, health, and wellbeing.

There are numerous environmental organizations within the Santa Fe region that focus on nearly all aspects of improving the natural environment. These organizations compliment, enhance, or fill gaps in City programs. Much of the input from these organizations and individuals call for identifying overlapping areas of interest, responsibility and jurisdiction, and to engage with residents and businesses to plan specific projects, implement specific improvements and remediation, and participate in existing projects and plans that affect their environments.

Did You Know?

In cooperation with a wide variety of public and private partners, the City of Santa Fe is one of five communities working with the Environmental Protection Agency (EPA) in a national pilot project for stormwater planning; and will produce the *City of Santa Fe Stormwater Management Plan*. This effort uses long-term planning to promote effective stormwater management in the community, while also supporting the community's broader vision and goals, such as flood reduction, increased neighborhood aesthetics, improved recreational opportunities through water quality improvement, protection of critical infrastructure, and public health protection. The plan addresses steps to ensure infiltration of stormwater to increase biodiversity in the watershed, control soil erosion, reduce pollutants in our arroyos and river, and provide shade, beauty, wildlife habitat, and wind protection along trails, streets, parks, and open spaces. Specific efforts include the completion of the Alameda Rain Gardens Project, the expansion of the City's Adopt-a-River program to include arroyos, and the implementation of green infrastructure projects.

Additionally, the Parks and Recreation Department will complete an updated *City of Santa Fe Parks, Open Space, Trails, & Recreation Master Plan* in 2018. This plan addresses the 1,100 acres of parks, 4,000 acres of open space and 35 miles of trails that are maintained by the Parks and Recreation Department. The goals of interconnected open space and trails for ecological restoration and preservation, wildlife habitat, and human connection with nature that are part of this sustainability plan work in conjunction with these planning efforts.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

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

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

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

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

ISSUE NO. 8j

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

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

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: **May 28, 2021**

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

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ

FROM: **Nancy L. Jimenez, Utility Billing Division Director** NLJ

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

BACKGROUND AND SUMMARY:
Postal Pros has been working with the City of Santa Fe for over 4 years, they are our current bill print company for our monthly utility bills along with any inserts and postage used for the monthly utility bills. Postal Pros' overall score, costs and local preference was clearly the front runner in the RFP process.

Postal Pros works with Utility Billing on a daily bases, they have and will continue to make themselves available should we need assistance at any time. With Postal Pros' history with the City's current billing system and they have experience with our soon to be finalized upgraded utility billing system, they will be an asset to the Utility Billing functions. They also currently interact with our Paymentus payment processes that will also continue in the upgraded billing system.

The estimated costs per year for this 4 year contract is $277,760 plus nmgrt of 8.4375% per year ($7,320) for a total of $285,080.

PROCUREMENT METHOD:
RFP #21/32/P, which will expire on June 30, 2025.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202758.

FUNDING SOURCE:
Fund Name/Number: Utilities Admin Fund/511
Munis Org Name/Number: Utility Billing Admin/5110531
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
Public Utility Billing Division respectfully requests your review and approval for RFP# 21/32/P to Valli Information Systems Inc., DBA Postal Pros Southwest.

Item#_____
Munis Contract# 3202758

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Valli Information Systems Inc. DBA Postal Pros Southwest** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide the following services for the City:

1) Contractor shall be responsible for the weekly printing and mailing of the City of Santa Fe utility bills and 15 day notices for water, sewer and refuse services for residents and businesses on a four (4) cycle per month and final bills are done weekly. In addition to the monthly invoices, the Contractor must be able to print and deliver an annual water report and other such reports on an as needed basis. The City of Santa Fe utilizes a third party Contractor (Paymentus) for customers to access a PDF of their bills

2) The average monthly total of bills to be printed and mailed and/or email out is approximately 40,000. Billing data files will be submitted weekly.

3) Contractor will receive and accept input data files in at least one of the following formats, .xml, .txt, .pcl, .afp, .pdf . The files will be sent to the Contractor's secure ftp site. Files received from the City are to be processed through a custom program to format into two print ready files; a statement file and a reminder/delinquent letter file. Statement files are also flagged for select inserts as required by the City. When files are processed they are encoded to use specific forms with multiple fonts, based on criteria in the data. Acceptable files should be flat files and pdf files for printing. Once files have been submitted by the City, the Contractor should have samples of bills for City to review and approve prior to printing.

4) Contractor must assure City of Santa Fe of confidentiality in the handling of customer information. Discarded billings must be shredded in a cross-cut or confetti manner and properly disposed of in a private dumpster or

refuse receptacle. Under no circumstances shall customer data be discarded in an un-shredded condition or discarded in a public dumpster or refuse receptacle. Contractor must be SSAE 16 certified.

5) The Contractor will provide a means for secure data transmission to and from City of Santa Fe and a method to confirm receipt of any or all data transmissions.

6) The Contractor will have the staffing and resources necessary to print, fold, insert, sort and mail the bills generated each day by the following business day.

7) The Contractor will employ electronic pre-sorting in order to attain postal discounts and provide for the mailing of City of Santa Fe utility bills, 15 day notices and special mailings (annual water report and inserts) at the lowest rates possible. Each statement is bar-coded prior to printing with each address CASS and PAVE certified to USPS requirements. Additionally, Delivery Point Validation (DPV) is incorporated into the process to validate that the provided address information is a physical address served by the Postal Service.

8) The Contractor will mail multiple bills with the same mailing address in one package, incorporating the IMB (Intelligent Mail Barcode) and Full Service Submission.

9) The Contractor will at all times, maintain an adequate workforce and an adequate supply of paper, forms, envelopes, etc. to enable the execution of the work on this contract without delay due to lack of manpower, supplies or materials. Inability to perform the services required due to a lack of manpower, supplies or materials may result in termination of the Contract.

10) The Contractor will be capable of printing full-color graphics and charts and variable usage graphs in order to make the City of Santa Fe statements eye-appealing, easy to understand, informative and fully functional. Statement redesign services should be offered as part of the onboarding efforts.

11) The Contractor will deliver statements via eMail for those consumers who have established on-line accounts with City of Santa Fe.

12) The Contractor will accommodate business rules for pulled statements and review and release processes prior to print and mail.

13) The Contractor will procure and warehouse any and all paper, forms, envelopes or other supplies and materials that shall be used in the execution of this contract. City of Santa Fe shall not be invoiced for nor

pay any reimbursement costs for paper, forms, envelopes or other supplies and materials used by the Selected Service Provider to provide the services required.

14) For mailing purposes, the Contractor will provide and make use of preprinted number ten (#10) window envelopes with interior tinting or printing for visual security. In addition, the Contractor shall enclose in each bill one (1) number nine (#9) envelope with interior security tinting or printing as a convenience to the residents and businesses for the return of payments and up to five inserts. Multiple page statements are collated then folded and machine inserted into the window envelope. Inserts are very often selectable. The City indicates which statements are to receive selected inserts.

15) The Contractor will exclude the return envelope in the mailings to customers who usually pay via bank draft, on line, or in person.

16) The Contractor will provide all prices in per-unit fees that shall be all-inclusive and cover the costs of any and all services rendered by the Contractor, with the exception of the cost of postage. The per-unit fee applicable to each bill or each insert printed must include the total cost associated with providing the service to City of Santa Fe. These costs shall include, but not be limited to, any and all costs associated with staffing, software, hardware, printing equipment, printing supplies, mailing materials, etc. necessary to perform the services stipulated. The per-unit price must be all-inclusive and there shall be no additional charges for jammed / wasted / obsolete materials or any other form of overhead associated with this Contract.

17) The Contractor will provide, at no additional cost pdf proofs of each document prior to the first mailing run and for the next two subsequent runs so City of Santa Fe may view and approve samples of the Contractor's proposed billings before the actual utility bills are printed and mailed to the residents and businesses. After 3 processing runs without issue, the Contractor will have a fully automated processing solution that does not require any interruption prior to mailing.

18) The Contractor will have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment and a formal disaster recovery agreement or site.

19) The City of Santa Fe will be provided the ability to view the images online of exactly what has been mailed to each customer. This service should include the ability to download or reprint a statement. Images should be made available to City of Santa Fe for a minimum of one (1) year from the date the item was printed.

20) The Contractor will offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.

21) The Contractor will be able to print full color duplexed statements.

22) The Contractor will print inline advertisements or inserts to accompany statements when requested to do so at no additional cost to City of Santa Fe.

23) The Contractor will provide production and IMB mail tracking capability to City of Santa Fe. These services will be available through an online portal with twenty-four (24) hour and seven (7) day a week access.

24) The Contractor will have page level tracking in the production environment with a closed loop quality system. This system must identify suspect mail pieces and out sort any document that is not successfully scanned at insert. Any suspect documents should be automatically reprinted and require no human intervention. A mail run data file should be employed to provide the job instructions to production equipment.

25) Statement form is imaged as the variable information is laser printed on perforated paper with a preprinted back. Delinquent accounts are imprinted with "Past Due" and final and reminder notices are printed letter style on 60# white paper.

26) The Contractor will "Pull bills" as needed based upon criteria specified by City and special handling statements (select statements that are combined and hand collated) are processed and mailed as directed by the City.

27) Postage is billed after each cycle. The City of Santa Fe is not required to prepay postage.

28) Utility statements will be available electronically through a secure Web based portal, allowing City customer service access as well as optional electronic delivery of utility statements in lieu of a printed and mailed utility statement.

29) Statements may be viewed, downloaded, saved, e-mailed and/or printed. Automated e-mail notification of statement availability should be included as well as an 18 month online statement history.

30) Statement Archiving – On a billing cycle to cycle basis, the City's utility statements are archived to pdf for reference by the customer service department. Archiving includes: Statements are imaged "as printed and

mailed", including corrections to addresses due to postal optimization processing, in order to exactly represent statement received by the City's utility customers.

31) Search indexes include Name, Account Number, Service Number, Service Address and Billing Date. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds.

32) Customization and Programming as required.

33) Reformatting of data file to correspond to customized layout.

34) Logical processing on data as required by City.

35) Incorporating 15 day notices and annual water report into the statement runs.

36) Additional Services – Contractor provides print broker services to obtain best pricing for preprinted envelopes, billing forms and other printed material as requested.

37) Additionally, Contractor warehouses, provides inventory services and insures City's warehoused stock.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax, shall not exceed one million one hundred and eleven thousand and forty dollars ($1,111,040) plus nmgrt, for the term of this Agreement, as described in Exhibit "A", attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount two hundred seventy-seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred

seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred fifty seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **6/30/25** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately

upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in

writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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:
Public Utilities Department
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Valli Information Systems Inc.
DBA Postal Pros Southwest
4100 Hawkins St. NE Ste. B
Albuquerque, NM 87109

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Valli Information Systems Inc.
DBA Postal Pros Southwest

_____
NAME

COO
TITLE

DATE: 5/27/21
CRS# 02966947002
Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (May 26, 2021 15:42 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310, 5110351.561000, 5050381.510310, 5050382.510310 AJH
Org. Name/Org#.

APPENDIX C

COST RESPONSE FORM

RFP# 21/32/P

Description	Type	Quantity	Cost per Item
Paper costs	Full Color, Duplex, 8.5 x 11	480,000	$0.07319
Envelope costs	#10 Outgoing & #9 Return	480,000	$0.03247
Postage costs	First-Class Presort	480,000	$0.398
Administrative costs	Inserting & Delivery to PO	480,000	$0.0333
Special Mailing and Inserts costs	Quoted Per Job/Per Specificatio		
Additional Services costs	eBills		$0.15

All amounts provided must include all labor, materials and profit to provide the services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (July 1, 2021-June 30, 2022) Price: $257,760

Option Year 2: (July 1, 2022-June 30, 2023) Price: $257,760

Option Year 3: (July 1, 2023-June 30, 2024) Price: $257,760

Option Year 4: (July 1, 2024-June 30, 2025) Price: $257,760

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202758**

Contractor: **Valli dba Postal Pros Southwest**

Description: **RFP 21/32/P Printing and Mailing Service for Utility Bills and Public Utilities Dept**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/1/21** Term End Date: **6/30/25**

☐ Approved by Council Date: **pending**

Contract / Lease: **Conctract $1,140,308 inclusive of grt**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **RFP 21/32/P**

Fran Delaway (Jun 9, 2021 09:03 MDT) Jun 9, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Initial Award from RFP issued - Term of Contract begins July 1, 2021 FY 22

4. **Funding Source:** **Water & UCS Enterprise Fund** **Org / Object:** **5110351; 5050382; 5050**

Andy Hopkins (Jun 7, 2021 09:54 MDT) Jun 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: _____

VALLINF-01 BHEGGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

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: Betsy Hegge	
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext): (208) 459-1678	FAX (A/C, No):
	E-MAIL ADDRESS: betsyh@thehartwellcorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Co, Limited	11000
INSURED Valli Information Systems Inc DBA Postal Pros Southwest Inc 915 Main Street Suite 1000 Caldwell, ID 83605	INSURER B : Ohio Security Ins Co	24082
	INSURER C : Ohio Casualty Ins Co	24074
	INSURER D : Landmark American Insurance Co	33138
	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			34SBAPR2982	4/6/2021	4/6/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPLI AGGREGATE	$ 10,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAS58431880	2/1/2021	2/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			34SBAPR2982	4/6/2021	4/6/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		XWO56984655	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
D	Professional Liabili			LCY840778	8/29/2020	8/29/2021		

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

CERTIFICATE HOLDER

Santa Fe City Utility Billing
801 West 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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	INSURING AGREEMENTS	LIMITS	DEDUCTIBLE	RETROACTIVE DATE
☒	Professional Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Technology Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Media Activities Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Network Security & Privacy Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Regulatory Matter	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Privacy Breach	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Data Assets Corruption	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Extortion Threat	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
	ADDITIONAL COVERAGES	LIMITS	DEDUCTIBLE	WAITING PERIOD
☒	Electronic Business Interruption	$3,000,000 Each Claim $3,000,000 Aggregate	N/A	12 hours
☒	Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Service Provider Business Interruption	$1,000,000 Each Claim $1,000,000 Aggregate	N/A	12 hours
☒	Service Provider Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Payment Card Industry Fines, Penalties & Assessments	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Crime	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Reputational Harm	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Telecommunications Fraud	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Criminal Reward	$50,000 Each Claim $50,000 Aggregate	N/A	N/A

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: POSTAL PROS SOUTHWEST
DBA: POSTAL PROS SOUTHWEST

Business Location: 4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

CRS Number: 03-342682-00-1

Owner: POSTAL SOUTHWEST

License Number: 226869

License Type: Business License - Renewable

Issued Date: March 16, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 16, 2022

Fees Paid: $10.00

POSTAL PROS SOUTHWEST
4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe, New Mexico

Memo

DATE: May 24, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

VIA: Shannon Jones, Public Utilities Director
Nancy Jimenez, Utility Billing Division Director

FROM: Halona Crowe, Procurement Manager
Public Utilities/Utility Billing Division

SUBJECT: Evaluation Committee Report, Printing and Mailing Service for Utility Bills
RFP #21/32/P

In accordance with the Request for Proposals for Printing and Mailing Service for Utility Bills issued April 1, 2021, six responses were submitted from the following Offerors: InfoSend, Sebis, OSG, The Master Touch, Valli Information Systems parent corporation to Postal Pros Southwest and Level One Tech, and were evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Nancy Jimenez, Utility Billing Division Director
Halona Crowe, Billing and Meter Reading Manager and Procurement Manager
Caryn Fiorina, Mountain River Consulting Inc.

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- May 5, 2021 - Received Proposal Submittals
- May 6, 2021 to May 10, 2021 – Committee members reviewed submittals individually
    - Scoring based on:
        - Organizational Experience – Up to 150 points
        - Organizational References – Up to 100 points
        - Mandatory Specifications – Up to 250 points
        - Desirable Specifications – Up to 225 points
- May 11, 2021 Evaluation Committee met to discuss individual score sheets and come to consensus
- May 12, 2021 Evaluation Committee finalized score sheets and selected the following offerors:
    - InfoSend
    - Level One
    - Valli Information Systems/Postal Pros Southwest (PPSW)

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (150 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	148	122	140

Organizational Experience

Specifications:

Offeror must:

- provide a detailed and brief description of relevant corporate experience with city and or state government, and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of bill print, mailing, emailing, and special mailing and printing. All bill print, mailing, emailing, and special mailing and printing provided to private sector will also be considered
- provide a detailed and brief resume or bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, relevant and applicable certifications and or licenses

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/ licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Postal Pros Southwest (PPSW)

The Evaluation Committee awarded PPSW 148 points based on the Offeror's response. PPSW has more than 40 years of experience working with utility agencies and was acquired by Valli Information Systems in 2015 which has more than 30 years of experience. PPSW has experience printing bills for other cities and is the current bill print vendor for the City of Santa Fe; therefore they have a unique understanding of city 'bill print file' and overall business processes. PPSW detailed all the services offered which includes real time tracking to address any unforeseen issues. All key employee biographies show they have been with company for more than five years.

Level One

The Evaluation Committee awarded Level One 122 points based on the Offeror's response. Level one has been in business since 2004 and has grown to a large nationwide company. Level One is experienced with the city's current billing system. They offer many services and highlighted some of their implementation services rather highlighting expertise focusing on bill print. All key personnel biographies show a minimum of two years to more than 10 years of experience with the company.

InfoSend

The Evaluation Committee awarded InfoSend 140 points based on the Offeror's response. InfoSend is a large company that has nationwide utility customers. They offer a Software as a service (SaaS) approach to document and data processing. They were the bill print vendor for the City of Santa Fe in the past. They are also business partners with Advanced. All key personnel biographies have been with the company for at least 10 years.

Section IV.B.2, Organizational References (100 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	**100**	**78**	**100**

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- Client name
- Project description
- Project dates (starting and ending)
- Technical environment (e.g., Software applications, Internet capabilities, Data communications, Network, Hardware)
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager name, telephone number, fax number and e-mail address.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 100 points based on the Offeror's response. The organizations references provides are all cities that use PPSW for statement printing and online payment services.

Level One

The Evaluation Committee awarded Level One 78 points based on the Offeror's response. The references include only one city.

InfoSend

The Evaluation Committee awarded InfoSend 100 points based on the Offeror's response. The organization reference included many city references. Rio Rancho NM being one of its local clients.

Section IV.B.3, MANDATORY SPECIFICATIONS (250 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	248	215	225

Mandatory Specifications

Specifications:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting data files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
- Must collaborate with Paymentus for processing of ebills, payments, inserts, etc.
- Must be capable of printing full color duplexed statements, graphics, QR codes, bar codes, colored fonts, etc. and have adequate an supply of paper, ink, envelopes, and equipment necessary to fold and insert bills into envelopes.
- All prices must be in a per-unit fee structure and cover all service costs. There should not be any additional charges for jammed, wasted, or obsolete materials.
- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due,

Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.

- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

Evaluation Factors:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting date files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
- Must collaborate with Paymentus for processing of ebills, payments, inserts, etc.
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- All prices must be in a per-unit fee structure and cover all service costs. There should not be any additional charges for jammed, wasted, or obsolete materials.
- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due, Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.
- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

PPSW

The Evaluation Committee awarded PPSW 248 points based on the Offeror's response. PPSW is able to meet all mandatory requirements. Since PPSW is located in Albuquerque NM the mailing time that customers will receive is 1-2 days. This vendor is responsive will all requests, currently works with the city's bill payment company, and requires no implementation time.

Level One

The Evaluation Committee awarded Level One 215 points based on the Offeror's response. Level One is able to meet majority of mandatory requirements with a few exceptions, has a very good user portal and currently works with the city's bill payment company. However, this vendor submitted their own Services Agreement that included conditions with which the city would unlikely agree. The printing of bills will be in Arizona so the delivery time from Arizona to Santa Fe could be 3-5 days before our customers receive their bills.

InfoSend

The Evaluation Committee awarded InfoSend 225 points based on the Offeror's response. InfoSend was able to meet a majority of mandatory requirements with a few exceptions. InfoSend suggested additions to the City of Santa Fe contract with which the city would unlikely agree. The bill print portal does not allow for individual bills to be pulled from the file for corrections or deletion. Their manual process would significantly impact the city's bill processing time. InfoSend is requesting a deposit from the City for postage. The printing of bills will be in Texas so the delivery time from Texas to Santa Fe could be 3-5 days before our customers receive their bills.

Section IV.B.4, Desirable Specifications (225 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	207	195	188

Specifications:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

Evaluation Factors:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 207 points based on the Offeror's response. PPSW meets all desirable specifications including services to assist with returned mail.

Level One

The Evaluation Committee awarded Level One 195 points based on the Offeror's response. Level One meets desirable specifications including IMB tracing.

InfoSend

The Evaluation Committee awarded InfoSend 188 points based on the Offeror's response. InfoSend meets desirable specifications including handling returned mail directly instead of the city, but with additional charges.

Section IV.C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure

to respond to ALL items, as indicated in Section II.C.30 and APPENDIX, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	PPSW	Level One	InfoSend
Offeror Points	**Pass**	**Pass**	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points assigned.

Section IV.C.4, Oral Presentation (125 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	**120**	**113**	**112**

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

PPSW

The Evaluation Committee awarded PPSW 120 points based on the Offeror's response. This vendor requires no transition and set-up time thereby eliminating the risk of any billing delays, and they are partnered with Paymentus, reducing any time to establish the working relationship.

They have a successful history of bill delivery-time and the city will benefit from the bills being mailed from within the state. PPSW understands that communication is the most important aspect of helping a client when transitioning to a new billing system and noted that receiving data files and mapping as soon as possible was important to such transition. They can run concurrent files to compare and contrast so making any necessary changes could happen immediately.

When asked, this vendor stated exceptional experiences working with utility billing clients were those that included excellent communication, and conversely, the most frustrating being those with poor communication such as when the client does not take time to look at the document proof provided to them that results in the need to work all night to rectify a situation.

This vendor communicated that every member of their team receives emails and has a phone, enabling them to respond to after-hours communication from a client. They utilize a group email blast process to ensure every member is aware of a client's communication.

PPSW Postal Pros communicated that the city's successful migration to a new billing system will be a priority to them and will be available how ever needed to help with the process.

Level One

The Evaluation Committee awarded Level One 113 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 60 days and presented clear milestones to reach scope of work readiness. Level One is partnered with Paymentus, reducing any time to establish the working relationship.

They stated bills should be delivered within 2 to 3 business days (mailed on a Monday and received by customer before or on Thursday). Level One suggested we reach out to their clients in response to the request that they describe their customers' satisfaction with delivery times.

Level One communicated that when working with a client transitioning to a new billing system it was important that the client understand their data. They have "solution consultants" and experienced staff to help with that process. However, the city is confident that Advanced will be able to provide the data needed by the selected vendor.

When asked, this vendor stated exceptional experiences working with utility billing clients included a successful bill redesign and helping with client conversion to ebilling. A frustrating experience was a delay in going live due to exceptionally long time spent on a bill's redesign.

This vendor communicated after-hours communication was easy with their on-line customer support and identified the person that would be available 24/7.

Level One communicated that they are available in any way the city needs them to work with our integration team for Advanced, and already having a working relationship with Advanced is a benefit to the city.

InfoSend

The Evaluation Committee awarded InfoSend 112 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 90 days. A duration longer than 45 to 60 days is not acceptable to the evaluation committee.

InfoSend stated bills should be received by customers within 2 to 3 business days of mailing and provided an explanation of how they utilize their different business locations to maximized delivery times.

This vendor states they have successfully worked with multiple clients going through billing system conversions and emphasized that the information received from Advanced is key to the city's successful billing and mailing services.

When asked to provide an exceptional experience working with a utility billing entity they responded that a client told them they loved them; providing no relevant response. The vendor responded that frustrating experiences working with utility billing clients have been actually related to working with the USPS.

InfoSend communicated an encompassing process to help ensure after-hours communication availability that will include a dedicated account manager.

This vendor communicated that will make resources available to work with Advanced and the city's migration to the new billing system. Their relationship with Advanced.

Section IV.C.5, Cost (100 Total Points)

	PPSW	Level One	InfoSend
Cost	97	77	75

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by unit.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

The cost score will be calculated by adding the budget totals of all eight years.

Cost Items

1. Paper costs
2. Envelope costs
3. Postage costs
4. Administrative costs
5. Special Mailing and Inserts costs
6. Additional Service costs

PPSW

The Evaluation Committee awarded PPSW a 97 based on the Offeror's response. PPSW cost proposal is the same as the cost for current services – they did not increase prices on this new contract and did not propose any increase over the course of the four-year contract.

Level One

The Evaluation Committee awarded Level One 77 points based on the Offeror's response. Level One provided insufficient cost information for thorough vendor costs comparison and they presented a contract cost increase for year four. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

InfoSend

The Evaluation Committee awarded InfoSend 75 points based on the Offeror's response. InfoSend did not follow Cost Response Form format and it was very hard to identify final cost. Neither did they respond to potential annual contract cost increase. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

Section IV.C.6, NM Preferences

	PPSW	Level One	InfoSend
NM Business Preference	50	0	0
NM Veterans Preference	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, §13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

- The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

PPSW

Offeror submitted NM Preference Certificate. Offeror awarded fifty (50) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Level One

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

InfoSend

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Evaluation Summary

	PPSW	Level One	InfoSend
Section IV.B.1. Technical Specifications Organizational Experience (150 Points)	148	122	140
Section IV.B.2. Technical Specifications Organizational References (100 Points)	100	78	100
Section IV.B.3. Technical Specifications Mandatory Specification (250 Points)	248	215	225
Section IV.B.4. Technical Specifications Desirable Specification (225 Points)	207	195	188
Section IV.C.1. Business Specifications Financial Stability (Pass/Fail)	P	P	P
Section IV.C.2. Business Specifications Letter of Transmittal (Pass/Fail)	P	P	P
Section IV.C.3. Business Specifications Signed Campaign Disclosure Form	P	P	P
Section IV.C.5. Business Specifications Oral Presentation (125 Points)	120	113	112
Section IV.C.5. Business Specifications Cost 100 Points)	97	77	75
Section IV.C.6. Business Specifications New Mexico Resident Business Preference 5%	50	0	0
Section IV.C.6. Business Specifications New Mexico Resident Veteran Preference 10%	0	0	0
TOTAL POINTS AWARDED	**970**	**800**	**840**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the contract to perform the scope of work as outlined in the Printing and Mailing Service for Utility Bills RFP # 21/32/P to the one (1) proposal receiving the highest scores along the natural point-break, PPSW, subject to agreement between the Public Utilities Department, Utility Billing Division and the selected Offeror. Awarding the contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, Public Utility Department and Utility Billing Division.

Committee Signature Approval

Nancy L. Jimenez
Evaluation Committee Member

5/24/21
Date

Halona Crowe
Evaluation Committee Member /
Procurement Manager

5/24/21
Date

Caryn Fiorina
Caryn Fiorina (May 24, 2021 21:31 MDT)

Caryn Fiorina
Evaluation Committee Member

05/24/2021
Date

Chief Procurement Officer Signature Approval

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

5/25/2021
Date

Signature: Nancy L Jimenez
Nancy L Jimenez (May 25, 2021 07:55 MDT)

Email: nljimenez@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest

Procurement Title: RFP 21/32/P Printing and Mailing Service for Utility Bills

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

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

Department Requesting Public Utilities Department / UCS Staff Name Nancy Jimenez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	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: _____

Nancy L Jimenez
Nancy L Jimenez (May 28, 2021 15:26 MDT)

Nancy Jimenez, UCS Division Director — 5/10/21

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

Fran Duaway
Fran Duaway (Jun 9, 2021 09:03 MDT)

Chief Procurement Officer — Jun 9, 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.

*

Signature: Shannon Jones

Email: swjones@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **May 28, 2021**

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

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ

FROM: **Nancy L. Jimenez, Utility Billing Division Director** NLJ

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

BACKGROUND AND SUMMARY:
Postal Pros has been working with the City of Santa Fe for over 4 years, they are our current bill print company for our monthly utility bills along with any inserts and postage used for the monthly utility bills. Postal Pros' overall score, costs and local preference was clearly the front runner in the RFP process.

Postal Pros works with Utility Billing on a daily bases, they have and will continue to make themselves available should we need assistance at any time. With Postal Pros' history with the City's current billing system and they have experience with our soon to be finalized upgraded utility billing system, they will be an asset to the Utility Billing functions. They also currently interact with our Paymentus payment processes that will also continue in the upgraded billing system.

The estimated costs per year for this 4 year contract is $277,760 plus nmgrt of 8.4375% per year ($7,320) for a total of $285,080.

PROCUREMENT METHOD:
RFP #21/32/P, which will expire on June 30, 2025.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202758.

FUNDING SOURCE:
Fund Name/Number: Utilities Admin Fund/511
Munis Org Name/Number: Utility Billing Admin/5110531
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
Public Utility Billing Division respectfully requests your review and approval for RFP# 21/32/P to Valli Information Systems Inc., DBA Postal Pros Southwest.

Item#_____
Munis Contract# 3202758

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Valli Information Systems Inc. DBA Postal Pros Southwest** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide the following services for the City:

1) Contractor shall be responsible for the weekly printing and mailing of the City of Santa Fe utility bills and 15 day notices for water, sewer and refuse services for residents and businesses on a four (4) cycle per month and final bills are done weekly. In addition to the monthly invoices, the Contractor must be able to print and deliver an annual water report and other such reports on an as needed basis. The City of Santa Fe utilizes a third party Contractor (Paymentus) for customers to access a PDF of their bills

2) The average monthly total of bills to be printed and mailed and/or email out is approximately 40,000. Billing data files will be submitted weekly.

3) Contractor will receive and accept input data files in at least one of the following formats, .xml, .txt, .pcl, .afp, .pdf. The files will be sent to the Contractor's secure ftp site. Files received from the City are to be processed through a custom program to format into two print ready files; a statement file and a reminder/delinquent letter file. Statement files are also flagged for select inserts as required by the City. When files are processed they are encoded to use specific forms with multiple fonts, based on criteria in the data. Acceptable files should be flat files and pdf files for printing. Once files have been submitted by the City, the Contractor should have samples of bills for City to review and approve prior to printing.

4) Contractor must assure City of Santa Fe of confidentiality in the handling of customer information. Discarded billings must be shredded in a cross-cut or confetti manner and properly disposed of in a private dumpster or

refuse receptacle. Under no circumstances shall customer data be discarded in an un-shredded condition or discarded in a public dumpster or refuse receptacle. Contractor must be SSAE 16 certified.

5) The Contractor will provide a means for secure data transmission to and from City of Santa Fe and a method to confirm receipt of any or all data transmissions.

6) The Contractor will have the staffing and resources necessary to print, fold, insert, sort and mail the bills generated each day by the following business day.

7) The Contractor will employ electronic pre-sorting in order to attain postal discounts and provide for the mailing of City of Santa Fe utility bills, 15 day notices and special mailings (annual water report and inserts) at the lowest rates possible. Each statement is bar-coded prior to printing with each address CASS and PAVE certified to USPS requirements. Additionally, Delivery Point Validation (DPV) is incorporated into the process to validate that the provided address information is a physical address served by the Postal Service.

8) The Contractor will mail multiple bills with the same mailing address in one package, incorporating the IMB (Intelligent Mail Barcode) and Full Service Submission.

9) The Contractor will at all times, maintain an adequate workforce and an adequate supply of paper, forms, envelopes, etc. to enable the execution of the work on this contract without delay due to lack of manpower, supplies or materials. Inability to perform the services required due to a lack of manpower, supplies or materials may result in termination of the Contract.

10) The Contractor will be capable of printing full-color graphics and charts and variable usage graphs in order to make the City of Santa Fe statements eye-appealing, easy to understand, informative and fully functional. Statement redesign services should be offered as part of the onboarding efforts.

11) The Contractor will deliver statements via eMail for those consumers who have established on-line accounts with City of Santa Fe.

12) The Contractor will accommodate business rules for pulled statements and review and release processes prior to print and mail.

13) The Contractor will procure and warehouse any and all paper, forms, envelopes or other supplies and materials that shall be used in the execution of this contract. City of Santa Fe shall not be invoiced for nor

pay any reimbursement costs for paper, forms, envelopes or other supplies and materials used by the Selected Service Provider to provide the services required.

14) For mailing purposes, the Contractor will provide and make use of preprinted number ten (#10) window envelopes with interior tinting or printing for visual security. In addition, the Contractor shall enclose in each bill one (1) number nine (#9) envelope with interior security tinting or printing as a convenience to the residents and businesses for the return of payments and up to five inserts. Multiple page statements are collated then folded and machine inserted into the window envelope. Inserts are very often selectable. The City indicates which statements are to receive selected inserts.

15) The Contractor will exclude the return envelope in the mailings to customers who usually pay via bank draft, on line, or in person.

16) The Contractor will provide all prices in per-unit fees that shall be all-inclusive and cover the costs of any and all services rendered by the Contractor, with the exception of the cost of postage. The per-unit fee applicable to each bill or each insert printed must include the total cost associated with providing the service to City of Santa Fe. These costs shall include, but not be limited to, any and all costs associated with staffing, software, hardware, printing equipment, printing supplies, mailing materials, etc. necessary to perform the services stipulated. The per-unit price must be all-inclusive and there shall be no additional charges for jammed / wasted / obsolete materials or any other form of overhead associated with this Contract.

17) The Contractor will provide, at no additional cost pdf proofs of each document prior to the first mailing run and for the next two subsequent runs so City of Santa Fe may view and approve samples of the Contractor's proposed billings before the actual utility bills are printed and mailed to the residents and businesses. After 3 processing runs without issue, the Contractor will have a fully automated processing solution that does not require any interruption prior to mailing.

18) The Contractor will have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment and a formal disaster recovery agreement or site.

19) The City of Santa Fe will be provided the ability to view the images online of exactly what has been mailed to each customer. This service should include the ability to download or reprint a statement. Images should be made available to City of Santa Fe for a minimum of one (1) year from the date the item was printed.

20) The Contractor will offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.

21) The Contractor will be able to print full color duplexed statements.

22) The Contractor will print inline advertisements or inserts to accompany statements when requested to do so at no additional cost to City of Santa Fe.

23) The Contractor will provide production and IMB mail tracking capability to City of Santa Fe. These services will be available through an online portal with twenty-four (24) hour and seven (7) day a week access.

24) The Contractor will have page level tracking in the production environment with a closed loop quality system. This system must identify suspect mail pieces and out sort any document that is not successfully scanned at insert. Any suspect documents should be automatically reprinted and require no human intervention. A mail run data file should be employed to provide the job instructions to production equipment.

25) Statement form is imaged as the variable information is laser printed on perforated paper with a preprinted back. Delinquent accounts are imprinted with "Past Due" and final and reminder notices are printed letter style on 60# white paper.

26) The Contractor will "Pull bills" as needed based upon criteria specified by City and special handling statements (select statements that are combined and hand collated) are processed and mailed as directed by the City.

27) Postage is billed after each cycle. The City of Santa Fe is not required to prepay postage.

28) Utility statements will be available electronically through a secure Web based portal, allowing City customer service access as well as optional electronic delivery of utility statements in lieu of a printed and mailed utility statement.

29) Statements may be viewed, downloaded, saved, e-mailed and/or printed. Automated e-mail notification of statement availability should be included as well as an 18 month online statement history.

30) Statement Archiving – On a billing cycle to cycle basis, the City's utility statements are archived to pdf for reference by the customer service department. Archiving includes: Statements are imaged "as printed and

mailed", including corrections to addresses due to postal optimization processing, in order to exactly represent statement received by the City's utility customers.

31) Search indexes include Name, Account Number, Service Number, Service Address and Billing Date. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds.

32) Customization and Programming as required.

33) Reformatting of data file to correspond to customized layout.

34) Logical processing on data as required by City.

35) Incorporating 15 day notices and annual water report into the statement runs.

36) Additional Services – Contractor provides print broker services to obtain best pricing for preprinted envelopes, billing forms and other printed material as requested.

37) Additionally, Contractor warehouses, provides inventory services and insures City's warehoused stock.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax, shall not exceed one million one hundred and eleven thousand and forty dollars ($1,111,040) plus nmgrt, for the term of this Agreement, as described in Exhibit "A", attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount two hundred seventy-seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred

seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred fifty seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **6/30/25** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately

upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in

writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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:
Public Utilities Department
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Valli Information Systems Inc.
DBA Postal Pros Southwest
4100 Hawkins St. NE Ste. B
Albuquerque, NM 87109

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Valli Information Systems Inc.
DBA Postal Pros Southwest

_____
NAME

COO
TITLE

DATE: 5/27/21
CRS# 02966947002
Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (May 26, 2021 15:42 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310, 5110351.561000, 5050381.510310, 5050382.510310
Org. Name/Org#.

APPENDIX C

COST RESPONSE FORM

RFP# 21/32/P

Description	Type	Quantity	Cost per Item
Paper costs	Full Color, Duplex, 8.5 x 11	480,000	$0.07319
Envelope costs	#10 Outgoing & #9 Return	480,000	$0.03247
Postage costs	First-Class Presort	480,000	$0.398
Administrative costs	Inserting & Delivery to PO	480,000	$0.0333
Special Mailing and Inserts costs	Quoted Per Job/Per Specificatio		
Additional Services costs	eBills		$0.15

All amounts provided must include all labor, materials and profit to provide the services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (July 1, 2021 - June 30, 2022 Price: $257,760

Option Year 2: (July 1, 2022 - June 30, 2023 Price: $257,760

Option Year 3: (July 1, 2023 - June 30, 2023 Price: $257,760

Option Year 4: (July 1, 2023 - June 30, 2024 Price: $257,760

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202758

Contractor: Valli dba Postal Pros Southwest

Description: RFP 21/32/P Printing and Mailing Service for Utility Bills and Public Utilities Dept

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/21 Term End Date: 6/30/25

☐ Approved by Council Date: pending

Contract / Lease: Conctract $1,140,308 inclusive of grt

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: RFP 21/32/P

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Water & UCS Enterprise Fund Org / Object: 5110351; 5050382; 5050

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

VALLINF-01 BHEGGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

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: Betsy Hegge	
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext): (208) 459-1678	FAX (A/C, No):
	E-MAIL ADDRESS: betsyh@thehartwellcorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Co, Limited	11000
INSURED Valli Information Systems Inc DBA Postal Pros Southwest Inc 915 Main Street Suite 1000 Caldwell, ID 83605	INSURER B : Ohio Security Ins Co	24082
	INSURER C : Ohio Casualty Ins Co	24074
	INSURER D : Landmark American Insurance Co	33138
	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			34SBAPR2982	4/6/2021	4/6/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPLI AGGREGATE	$ 10,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAS58431880	2/1/2021	2/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			34SBAPR2982	4/6/2021	4/6/2022	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		XWO56984655	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
D	Professional Liabili			LCY840778	8/29/2020	8/29/2021		

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

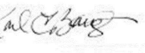
CERTIFICATE HOLDER

Santa Fe City Utility Billing
801 West 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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	INSURING AGREEMENTS	LIMITS	DEDUCTIBLE	RETROACTIVE DATE
☒	Professional Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Technology Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Media Activities Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Network Security & Privacy Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Regulatory Matter	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Privacy Breach	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Data Assets Corruption	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Extortion Threat	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
	ADDITIONAL COVERAGES	LIMITS	DEDUCTIBLE	WAITING PERIOD
☒	Electronic Business Interruption	$3,000,000 Each Claim $3,000,000 Aggregate	N/A	12 hours
☒	Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Service Provider Business Interruption	$1,000,000 Each Claim $1,000,000 Aggregate	N/A	12 hours
☒	Service Provider Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Payment Card Industry Fines, Penalties & Assessments	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Crime	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Reputational Harm	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Telecommunications Fraud	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Criminal Reward	$50,000 Each Claim $50,000 Aggregate	N/A	N/A

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: POSTAL PROS SOUTHWEST
DBA: POSTAL PROS SOUTHWEST

Business Location: 4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

CRS Number: 03-342682-00-1

Owner: POSTAL SOUTHWEST

License Number: 226869

License Type: Business License - Renewable

Issued Date: March 16, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 16, 2022

Fees Paid: $10.00

POSTAL PROS SOUTHWEST
4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe, New Mexico

Memo

DATE: May 24, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

VIA: Shannon Jones, Public Utilities Director
SJ
Nancy Jimenez, Utility Billing Division Director
NLJ

FROM: Halona Crowe, Procurement Manager
Public Utilities/Utility Billing Division

SUBJECT: Evaluation Committee Report, Printing and Mailing Service for Utility Bills
RFP #21/32/P

In accordance with the Request for Proposals for Printing and Mailing Service for Utility Bills issued April 1, 2021, six responses were submitted from the following Offerors: InfoSend, Sebis, OSG, The Master Touch, Valli Information Systems parent corporation to Postal Pros Southwest and Level One Tech, and were evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Nancy Jimenez, Utility Billing Division Director
Halona Crowe, Billing and Meter Reading Manager and Procurement Manager
Caryn Fiorina, Mountain River Consulting Inc.

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- May 5, 2021 - Received Proposal Submittals
- May 6, 2021 to May 10, 2021 – Committee members reviewed submittals individually
    - Scoring based on:
        - Organizational Experience – Up to 150 points
        - Organizational References – Up to 100 points
        - Mandatory Specifications – Up to 250 points
        - Desirable Specifications – Up to 225 points
- May 11, 2021 Evaluation Committee met to discuss individual score sheets and come to consensus
- May 12, 2021 Evaluation Committee finalized score sheets and selected the following offerors:
    - InfoSend
    - Level One
    - Valli Information Systems/Postal Pros Southwest (PPSW)

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (150 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	148	122	140

Organizational Experience

Specifications:

Offeror must:

- provide a detailed and brief description of relevant corporate experience with city and or state government, and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of bill print, mailing, emailing, and special mailing and printing. All bill print, mailing, emailing, and special mailing and printing provided to private sector will also be considered
- provide a detailed and brief resume or bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, relevant and applicable certifications and or licenses

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/ licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Postal Pros Southwest (PPSW)

The Evaluation Committee awarded PPSW 148 points based on the Offeror's response. PPSW has more than 40 years of experience working with utility agencies and was acquired by Valli Information Systems in 2015 which has more than 30 years of experience. PPSW has experience printing bills for other cities and is the current bill print vendor for the City of Santa Fe; therefore they have a unique understanding of city 'bill print file' and overall business processes. PPSW detailed all the services offered which includes real time tracking to address any unforeseen issues. All key employee biographies show they have been with company for more than five years.

Level One

The Evaluation Committee awarded Level One 122 points based on the Offeror's response. Level one has been in business since 2004 and has grown to a large nationwide company. Level One is experienced with the city's current billing system. They offer many services and highlighted some of their implementation services rather highlighting expertise focusing on bill print. All key personnel biographies show a minimum of two years to more than 10 years of experience with the company.

InfoSend

The Evaluation Committee awarded InfoSend 140 points based on the Offeror's response. InfoSend is a large company that has nationwide utility customers. They offer a Software as a service (SaaS) approach to document and data processing. They were the bill print vendor for the City of Santa Fe in the past. They are also business partners with Advanced. All key personnel biographies have been with the company for at least 10 years.

Section IV.B.2, Organizational References (100 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	**100**	**78**	**100**

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- Client name
- Project description
- Project dates (starting and ending)
- Technical environment (e.g., Software applications, Internet capabilities, Data communications, Network, Hardware)
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager name, telephone number, fax number and e-mail address.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 100 points based on the Offeror's response. The organizations references provides are all cities that use PPSW for statement printing and online payment services.

Level One

The Evaluation Committee awarded Level One 78 points based on the Offeror's response. The references include only one city.

InfoSend

The Evaluation Committee awarded InfoSend 100 points based on the Offeror's response. The organization reference included many city references. Rio Rancho NM being one of its local clients.

Section IV.B.3, MANDATORY SPECIFICATIONS (250 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	248	215	225

Mandatory Specifications

Specifications:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting data files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
- Must collaborate with Paymentus for processing of ebills, payments, inserts, etc.
- Must be capable of printing full color duplexed statements, graphics, QR codes, bar codes, colored fonts, etc. and have adequate an supply of paper, ink, envelopes, and equipment necessary to fold and insert bills into envelopes.
- All prices must be in a per-unit fee structure and cover all service costs. There should not be any additional charges for jammed, wasted, or obsolete materials.
- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due,

Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.

- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

Evaluation Factors:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting date files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
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- All prices must be in a per-unit fee structure and cover all service costs. There should not be any additional charges for jammed, wasted, or obsolete materials.
- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due, Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.
- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

PPSW

The Evaluation Committee awarded PPSW 248 points based on the Offeror's response. PPSW is able to meet all mandatory requirements. Since PPSW is located in Albuquerque NM the mailing time that customers will receive is 1-2 days. This vendor is responsive will all requests, currently works with the city's bill payment company, and requires no implementation time.

Level One

The Evaluation Committee awarded Level One 215 points based on the Offeror's response. Level One is able to meet majority of mandatory requirements with a few exceptions, has a very good user portal and currently works with the city's bill payment company. However, this vendor submitted their own Services Agreement that included conditions with which the city would unlikely agree. The printing of bills will be in Arizona so the delivery time from Arizona to Santa Fe could be 3-5 days before our customers receive their bills.

InfoSend

The Evaluation Committee awarded InfoSend 225 points based on the Offeror's response. InfoSend was able to meet a majority of mandatory requirements with a few exceptions. InfoSend suggested additions to the City of Santa Fe contract with which the city would unlikely agree. The bill print portal does not allow for individual bills to be pulled from the file for corrections or deletion. Their manual process would significantly impact the city's bill processing time. InfoSend is requesting a deposit from the City for postage. The printing of bills will be in Texas so the delivery time from Texas to Santa Fe could be 3-5 days before our customers receive their bills.

Section IV.B.4, Desirable Specifications (225 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	207	195	188

Specifications:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

Evaluation Factors:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 207 points based on the Offeror's response. PPSW meets all desirable specifications including services to assist with returned mail.

Level One

The Evaluation Committee awarded Level One 195 points based on the Offeror's response. Level One meets desirable specifications including IMB tracing.

InfoSend

The Evaluation Committee awarded InfoSend 188 points based on the Offeror's response. InfoSend meets desirable specifications including handling returned mail directly instead of the city, but with additional charges.

Section IV.C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure

to respond to ALL items, as indicated in Section II.C.30 and APPENDIX, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	PPSW	Level One	InfoSend
Offeror Points	**Pass**	**Pass**	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points assigned.

Section IV.C.4, Oral Presentation (125 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	**120**	**113**	**112**

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

PPSW

The Evaluation Committee awarded PPSW 120 points based on the Offeror's response. This vendor requires no transition and set-up time thereby eliminating the risk of any billing delays, and they are partnered with Paymentus, reducing any time to establish the working relationship.

They have a successful history of bill delivery-time and the city will benefit from the bills being mailed from within the state. PPSW understands that communication is the most important aspect of helping a client when transitioning to a new billing system and noted that receiving data files and mapping as soon as possible was important to such transition. They can run concurrent files to compare and contrast so making any necessary changes could happen immediately.

When asked, this vendor stated exceptional experiences working with utility billing clients were those that included excellent communication, and conversely, the most frustrating being those with poor communication such as when the client does not take time to look at the document proof provided to them that results in the need to work all night to rectify a situation.

This vendor communicated that every member of their team receives emails and has a phone, enabling them to respond to after-hours communication from a client. They utilize a group email blast process to ensure every member is aware of a client's communication.

PPSW Postal Pros communicated that the city's successful migration to a new billing system will be a priority to them and will be available how ever needed to help with the process.

Level One

The Evaluation Committee awarded Level One 113 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 60 days and presented clear milestones to reach scope of work readiness. Level One is partnered with Paymentus, reducing any time to establish the working relationship.

They stated bills should be delivered within 2 to 3 business days (mailed on a Monday and received by customer before or on Thursday). Level One suggested we reach out to their clients in response to the request that they describe their customers' satisfaction with delivery times.

Level One communicated that when working with a client transitioning to a new billing system it was important that the client understand their data. They have "solution consultants" and experienced staff to help with that process. However, the city is confident that Advanced will be able to provide the data needed by the selected vendor.

When asked, this vendor stated exceptional experiences working with utility billing clients included a successful bill redesign and helping with client conversion to ebilling. A frustrating experience was a delay in going live due to exceptionally long time spent on a bill's redesign.

This vendor communicated after-hours communication was easy with their on-line customer support and identified the person that would be available 24/7.

Level One communicated that they are available in any way the city needs them to work with our integration team for Advanced, and already having a working relationship with Advanced is a benefit to the city.

InfoSend

The Evaluation Committee awarded InfoSend 112 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 90 days. A duration longer than 45 to 60 days is not acceptable to the evaluation committee.

InfoSend stated bills should be received by customers within 2 to 3 business days of mailing and provided an explanation of how they utilize their different business locations to maximized delivery times.

This vendor states they have successfully worked with multiple clients going through billing system conversions and emphasized that the information received from Advanced is key to the city's successful billing and mailing services.

When asked to provide an exceptional experience working with a utility billing entity they responded that a client told them they loved them; providing no relevant response. The vendor responded that frustrating experiences working with utility billing clients have been actually related to working with the USPS.

InfoSend communicated an encompassing process to help ensure after-hours communication availability that will include a dedicated account manager.

This vendor communicated that will make resources available to work with Advanced and the city's migration to the new billing system. Their relationship with Advanced.

Section IV.C.5, Cost (100 Total Points)

	PPSW	Level One	InfoSend
Cost	97	77	75

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by unit.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

The cost score will be calculated by adding the budget totals of all eight years.

Cost Items

1. Paper costs
2. Envelope costs
3. Postage costs
4. Administrative costs
5. Special Mailing and Inserts costs
6. Additional Service costs

PPSW

The Evaluation Committee awarded PPSW a 97 based on the Offeror's response. PPSW cost proposal is the same as the cost for current services – they did not increase prices on this new contract and did not propose any increase over the course of the four-year contract.

Level One

The Evaluation Committee awarded Level One 77 points based on the Offeror's response. Level One provided insufficient cost information for thorough vendor costs comparison and they presented a contract cost increase for year four. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

InfoSend

The Evaluation Committee awarded InfoSend 75 points based on the Offeror's response. InfoSend did not follow Cost Response Form format and it was very hard to identify final cost. Neither did they respond to potential annual contract cost increase. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

Section IV.C.6, NM Preferences

	PPSW	Level One	InfoSend
NM Business Preference	50	0	0
NM Veterans Preference	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, §13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

- The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

PPSW

Offeror submitted NM Preference Certificate. Offeror awarded fifty (50) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Level One

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

InfoSend

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Request for Proposals for Printing and Mailing Service for Utility Bills **RFP # 21/32/P**

Evaluation Summary

	PPSW	Level One	InfoSend
Section IV.B.1. Technical Specifications Organizational Experience (150 Points)	148	122	140
Section IV.B.2. Technical Specifications Organizational References (100 Points)	100	78	100
Section IV.B.3. Technical Specifications Mandatory Specification (250 Points)	248	215	225
Section IV.B.4. Technical Specifications Desirable Specification (225 Points)	207	195	188
Section IV.C.1. Business Specifications Financial Stability (Pass/Fail)	P	P	P
Section IV.C.2. Business Specifications Letter of Transmittal (Pass/Fail)	P	P	P
Section IV.C.3. Business Specifications Signed Campaign Disclosure Form	P	P	P
Section IV.C.5. Business Specifications Oral Presentation (125 Points)	120	113	112
Section IV.C.5. Business Specifications Cost 100 Points)	97	77	75
Section IV.C.6. Business Specifications New Mexico Resident Business Preference 5%	50	0	0
Section IV.C.6. Business Specifications New Mexico Resident Veteran Preference 10%	0	0	0
TOTAL POINTS AWARDED	**970**	**800**	**840**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the contract to perform the scope of work as outlined in the Printing and Mailing Service for Utility Bills RFP # 21/32/P to the one (1) proposal receiving the highest scores along the natural point-break, PPSW, subject to agreement between the Public Utilities Department, Utility Billing Division and the selected Offeror. Awarding the contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, Public Utility Department and Utility Billing Division.

Committee Signature Approval

Nancy L. Jimenez
Evaluation Committee Member

5/24/21
Date

Halona Crowe
Evaluation Committee Member /
Procurement Manager

5/24/21
Date

Caryn Fiorina
Caryn Fiorina (May 24, 2021 21:31 MDT)

Caryn Fiorina
Evaluation Committee Member

05/24/2021
Date

Chief Procurement Officer Signature Approval

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

5/25/2021
Date

Signature: Nancy L Jimenez
Nancy L Jimenez (May 25, 2021 07:55 MDT)

Email: nljimenez@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest

Procurement Title: RFP 21/32/P Printing and Mailing Service for Utility Bills

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

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

Department Requesting Public Utilities Department / UCS Staff Name Nancy Jimenez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	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: _____

Nancy L Jimenez
Nancy L Jimenez (May 28, 2021 15:26 MDT)

Nancy Jimenez, UCS Division Director 5/10/21

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

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

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

*

Signature: Shannon Jones

Email: swjones@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: April 28, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ

FROM: Nancy L. Jimenez, Utility Billing Division Director NLJ

ITEM AND ISSUE:
Request for the Approval of Sole Source procurement in the Total Amount of $1,422,000 for Project Management, Application Support and Technical Support for 4 years; Mountain River Consulting Inc.; (Nancy L Jimenez, Utility Billing Division Director,nljimenez@santafenm.gov, 505-955-4364)

BACKGROUND AND SUMMARY:
Mountain River Consulting Inc., (MRC) has been working with the City of Santa Fe for over 18 years, they are the current IT support for the UCIS Utility Billing System, along with the flow of information from the UCIS System into the Munis Financial System. MRC is the current Project Managers for the upgrade to the new Utility Billing System that started in May 2021 and is needed to continue to assist the City in the14 month implementation of our new billing system. MRC will insure that the flow of needed financial information is uploaded into the Munis Financial System when the new billing system upgrade is fully implemented.

With MRC's history of all of the City's many interfaces, Beacon, JD Edwards, E-1 Financials, Wells Fargo Lockbox/LockboxE, Paymentus, our bill print contractor, and Munis it is imperative to have this knowledge base assisting the City of Santa Fe Utility Billing Division daily, to process accurate utility bills each month and make sure the upgraded billing system meets all the requirements for the same accurate billings to our customers monthly.

PROCUREMENT METHOD:
Sole Source procurement

CONTRACT NUMBER:
The FY20 Munis contract number is 3202659.

FUNDING SOURCE:
Fund Name/Number: Utilities Admin Fund/511
Munis Org Name/Number: Utility Billing Admin/5110531
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
Public Utility Billing Division respectfully requests your review and approval for Sole Source to Mountain River Consulting Inc.

Item#_____
Munis Contract# 3202659

City of Santa Fe Contract
Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Mountain River Consulting Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "You" and "your" refers to **Mountain River Consulting Inc.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide Database, Development, Training and Support Services for the City of Santa Public Utilities Department, as described in Exhibit A attached hereto.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million four hundred twenty two thousand dollars ($1,422,000), plus applicable gross receipts taxes as described in Exhibit "A" attached hereto.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. **Payment Provisions**

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

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

gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

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

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

8. Amendment

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

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

9. Status of Contractor

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after

payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's

representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the

Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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.

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

2) replace or modify the product or service so that it becomes non-infringing; or,

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible

personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the

contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City:

City of Santa Fe:
Utility Billing Division Director
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:

David Barnes
Mountain River Consulting, Inc.
P.O. Box 606
Ririe, ID 83443

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

David Barnes
Mountain River Consulting, Inc.
P.O. Box 606
Ririe, ID 83443

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

DaW Bar
NAME David Barnes
President
TITLE

DATE: 5.5.21

CRS# 02-966879-00-4
Registration # 98444

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 29, 2021 08:03 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310
Org.Name/Org.# AJH
AJH

Mountain River Consulting, Inc.
P.O. Box 606 Ririe, ID 83443
Phone: (208) 520-5177
dbarnes@mtnriver.net

Estimate for Advanced Implementation, Project Management & UCIS Support

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

April 23, 2021

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Engagement Letter. This Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

Mountain River Consulting, Inc. will require that the City of Santa Fe provide an internal resource, who will be deemed as the Project Lead/Manager and they will work together with Mountain River Consulting in order to ensure success of this project. This individual will oversee this project internally for the City of Santa Fe, and they will need to ensure the approval and completion of each of the tasks defined in this project and require signoff by the appropriate departments at the City of Santa Fe.

-Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software as well as continued support for the current UCIS software.

- **Project Management**
    - Mountain River Consulting, Inc. will provide Project Management support to work with the Advanced Project Manager to oversee and lead from the City side the implementation support activities relating to the following areas: Project overview and scope, project communication, project status reporting, resource scheduling and allocation, Project Issue management as well as scope management. Work with The City of Santa Fe internal resource to develop system go-live readiness and implementation plan. Work with Advanced project management to ensure successful implementation at The City of Santa Fe.
- **Application Support & Implementation**
    - Mountain River Consulting, Inc. will provide an Application consultant(s) that will work with the City of Santa Fe staff to provide an Application Lead in the following areas of the Advanced Implementation; Mapping of data from UCIS to Advanced, mapping the current COA and support a redesigned COA for what is currently being used in Munis, data exporting from UCIS, addressing data integrity issues for the conversion to Advanced, support with current to future business process, collaboration with Advanced and City staff for configuration and functionality of all CIS modules, Interface configuration and testing , post configuration testing, collaborate with City staff on testing scripts and execution, testing of bill print process and identifying and testing reports designed by advanced as specified by the City. Patriciate and support in UAT training, testing and issue resolution of the new Advanced software.

Mountain River Consulting, Inc.
P.O. Box 606 Ririe, ID 83443
Phone: (208) 520-5177
dbarnes@mtnriver.net

- Mountain River Consulting, Inc. will provide an Application consultant(s) that has expert experience and knowledge with The City of Santa Fe's current J.D. Edwards Utility Billing Customer Information System (UCIS). They will be able to lead, advise and assist with the following areas: Overall system support, business process design, software setup and configuration, software training and testing, data conversion and system interfaces and business reporting.

- **Technical Support & Implementation**

  - Mountain River Consulting, Inc. will provide an Technical consultant(s) that will work with the City of Santa Fe staff to provide technical solutions in the following areas of the Advanced Implementation; Developing programs for creating export files for data conversion, technical solutions relating to system interfaces including but not limited to design of files or programs to automate system interfaces, data updates for identifying data integrity issues and creating SQL program to update data as needed.

  - Mountain River Consulting, Inc. will provide a Technical consultant(s) that have experience and knowledge with The City of Santa Fe's current J.D. Edwards Utility Billing Customer Information System (UCIS). They will be able to work with the Application support team and The City of Santa Fe staff to provide technical solutions relating to data conversion, system Interfaces, system setup and reporting.

-Estimate

The estimate for this project will be as follows:

- Project Management $282,000
  - Estimated 12-month project timeline.
  - Estimated 40 hours a week for 50 weeks.
  - 50 weeks @ 40 hours x $135.00 an hour = $270,000
  - 6 trips onsite @ estimate of $2,000 per trip = $12,000

- Application Support $270,000
  - Estimated 12-month project timeline.
  - Estimated 40 hours a week for 50 weeks.
  - 50 weeks @ 40 hours x $135.00 an hour = $270,000

- Technical Support $270,000
  - Estimated 12-month project timeline.
  - Estimated average 40 hours a week for 50 weeks.
  - 50 weeks @ 40 hours x $135.00 an hour = $270,000

- **Total Estimate $822,000**

Mountain River Consulting, Inc.
P.O. Box 606 Ririe, ID 83443
Phone: (208) 520-5177
dbarnes@mtnriver.net

Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2021 thru June 30, 2022. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

If the approval for the project at the City of Santa Fe is delayed, the implementation date is at risk for being delayed.

If additional onsite trips are required, this will be an additional expense to City of Santa Fe.

Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.

Schedule of Consulting Fees and Reimbursable Expenses

Position	Fee/Hour
Project/Application/Technical Consulting	$135.00

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently $64.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the different projects, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Mountain River Consulting, Inc.
P.O. Box 606 Ririe, ID 83443
Phone: (208) 520-5177
dbarnes@mtnriver.net

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 606, Ririe, Idaho 83443 or email a signed copy to dbarnes@mtnriver.net.

Sincerely,

David W. Barnes

Accepted and agreed to:

Mountain River Consulting, Inc.	**City of Santa Fe**
By: David W Barnes	By: _____
Title: President	Title: _____
Date: April 23, 2021	Date: _____

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202659**

Contractor: **Mountain River Consulting Inc.**

Description: **Support services for Utility Billing Division, Database, Development and training $1,422,000 plus nmgrt**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/21** Term End Date: **06/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: Conctract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: term extension

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

3. **Procurement History: Sole Source (pending approval)**

Fran Delaway (May 31, 2021 13:08 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Sole Source has been posted exp 6/3/21- will change procure method with upgrade of billing system

4. **Funding Source:** _____ **Org / Object: 5110351.510310**

Andy Hopkins (May 27, 2021 10:14 MDT) May 27, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: MOUNTAIN RIVER CONSULTING INC
DBA: MOUNTAIN RIVER CONSULTING INC

Business Location: 2651 SIRINGO RD
SANTA FE, NM 87505

Owner: David Barnes

License Number: 98444

Issued Date: April 28, 2021

Expiration Date: April 28, 2022

CRS Number: 02-966879-00-4

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

MOUNTAIN RIVER CONSULTING INC
PO Box 606
Ririe, ID 83443

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2021

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

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

PRODUCER	CONTACT NAME: Brittany Villalobos	
Alpine Insurance Agency 1601 Antler Drive Idaho Falls, ID 83404	PHONE (A/C, No, Ext): 2085222253	FAX (A/C, No): 2085242292
	E-MAIL ADDRESS: brittany@aclinsure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hartford	19682
INSURED	INSURER B : Progressive Northwestern Insurance Company AutoP	11770
Mountain River Consulting, Inc. PO Box 1229 Washington, UT 84780	INSURER C : The Hartford	29459
	INSURER D : Philadelphia Indemnity Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00002172-755447** **REVISION NUMBER: 29**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT / LOC OTHER:	Y	N	34SBAII4498	02/26/2021	02/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	N	03524135-6	03/03/2021	03/03/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB / OCCUR X EXCESS LIAB / X CLAIMS-MADE DED X RETENTION $ 10,000	Y	N	34SBAII4498	02/26/2021	02/26/2022	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	34WECCD1062	02/26/2021	02/26/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab	Y	N	PHSD1513234	02/26/2021	02/26/2022	1,000,000 Occur	1,000,000 Agg
A	ARISA/EMPLOYEE DIS.	Y	N	34SBAII4498	02/26/2021	02/26/2022	20000Limit	1,000 Ded.

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

City of Santa Fe is an additional insured as respects to liability arising out of the operations performed by the named insured.

CERTIFICATE HOLDER

City of Santa Fe
2651 Siringa Rd, Bldg. F
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



(BVG)

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mountain River Consulting Inc.

Procurement Title: Support services for Utility Billing Division, Database, Development and training

Procurement Method: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Other* ☐ *RFP # 18/43/P*

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

Department Requesting Utilities Staff Name Nancy Jimenez

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	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:

Nancy L Jimenez
Nancy L Jimenez (May 25, 2021 15:27 MDT)

Nancy Jimenez	Utility Billing Division Director	4/10/2020
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (May 31, 2021 13:08 MDT)	Chief Procurement Officer	May 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

City of Santa Fe, New Mexico
Memorandum

Date: April 29, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Shannon Jones, Public Utility Director SJ

From: Nancy L. Jimenez, Public Utility Billing Division Director NLJ

ITEM AND ISSUE:
Request for Declaration of Sole Source

SUMMARY AND BACKGROUND:
This is a formal request for a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in the IT Technical, Application, and Project Management Support for the Utility Billing Division billing system and upgrade to the new utility billing system.

The total amount for this four year request is 1,422,000.00

REQUESTED ACTION:

Your consideration and approval of this request is greatly appreciated.

SOLE SOURCE

[ ] APPROVED

[ ] NOT APPROVED

Fran Dunaway (May 3, 2021 8:23 MDT)

Fran Dunaway, Chief Procurement May 3, 2021 **Date**

Signature: Nancy L Jimenez
Nancy L Jimenez (Apr 29, 2021 09:53 PDT)

Email: nljimenez@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety ***- (*) must be completed.***

***Date:** April 28, 2021

***Prepared By:** Nancy L Jimenez ***Title:** Utility Billing Division Director

***Vendor Name:** Mountain River Consulting, Inc.

***Address:** P.O. Box 606

***City:** Ririe ***State:** ID ***Zip Code:** 83443

***Description of Goods/Service to be procured:**

***Estimated Cost:** $1,422,000 **Term of Contract:** **(One (1) year from award)** 4 years

***Sole Source Request Justification Questions 1-3.**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

This sole source request is for Application Support, Technical Support and Project Management for the current Utility Billing system and the upgrade to the new Utility Billing software.

Application Support to lead, advise and assist with the following areas: Business process design, software setup and configuration, software training and testing, data conversion and system interfaces and business reporting as wells as helping to manage the project.

Technical Support to provide technical solutions relating to data conversion, system Interfaces, system setup and reporting.

Project Management to oversee and lead Utility Billing system implementation support activities relating to the following areas: Business process design, software setup and configuration, software training, software testing, system conversion and data conversion activities. Project management activities relating to the following areas: Project overview and scope, project communication, project status reporting, resource scheduling and allocation, Project Issue management as well as scope management. Work with The City of Santa Fe internal resource to develop system go-live readiness and implementation plan, ensure Advanced has properly trained the City Utility Billing Staff on all aspects of the Advanced CIS Infinity software, establishing a work plan, business process review, utilize Advanced check and balance processes for project implementation. Work with Advanced project management to ensure successful implementation at The City of Santa Fe

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

X	**The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**
	Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract*.

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

These professional services provided by this sole source company must stay consistence as the upgrade of the Utility Billing System is in the process. Switching to a new support, technical and project management company would be detrimental to the upgrade of the Utility Billing System. The expertise from this vendor, understanding the current 21 year old Utility Billing System and the new utility billing system is not easily found, therefore, the requirements from this vendor is needed and warranted for their historical knowledge and expertise.

***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway (May 3, 2021 18:01 MDT) May 3, 2021

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. ***This Sole Source determination will be valid for a period of one (1) year from the date of the award.***

Fran Dunaway (Jun 4, 2021 09:29 MDT) Jun 4, 2021

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

****Required Attachments:***

****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
****Quote from sole source Contractor***
****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

Mountain River Consulting, Inc.
P.O. Box 606 Ririe, ID 83443
Phone: (208) 520-5177
dbarnes@mtnriver.net

Sole Source Justification Letter

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

April 20, 2021

Dear Mrs. Jimenez,

Mountain River Consulting, Inc. (MRC) has been working with the City of Santa Fe for more than 18 years helping to develop custom modifications, enhancements, reports, screens, interfaces, and training for the JD Edwards UCIS and E1 Systems.

MRC has created and maintained the following interfaces for the UCIS system, and uniquely knows these programs, processes, and flows: Beacon Meter Reading interfaces, JD Edwards to E1 Financials, Fixed Asset interfaces, JD Edwards to Tyler Munis Interfaces, Wells Fargo Lockbox/LockboxE automation, Paymentus automated processes, and Bill Print Interface to Postal Pro's.

MRC also has multiple staff that has been working with the City of Santa Fe for over 20 years helping with Financials, IT support, IBM iSeries support, City to Santa Fe County requests, and many other areas.

Sincerely,

David W Barnes

David W. Barnes
President
Mountain River Consulting, Inc.

PUD SOLE SOURCE MOUNTAIN RIVER CONSULTING

Final Audit Report 2021-05-03

Created:	2021-04-30
By:	Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaF-tN9VTOUdJ6YhKKPqY-OjVYm94wQk4

"PUD SOLE SOURCE MOUNTAIN RIVER CONSULTING" History

Document created by Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
2021-04-30 - 4:27:52 PM GMT- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-04-30 - 4:30:17 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-05-03 - 2:22:47 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-05-03 - 2:23:44 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-03 - 2:23:44 PM GMT

POWERED BY Adobe Sign

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

ISSUE NO. 8f

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

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved unanimously to forward 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

memo

Date: May 27, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director

From: Bill Schneider, P.G., Water Resources Coordinator whs

RE: Amendment No.3 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers, Inc. (Carollo) for an extension of Term.

ITEM AND ISSUE

Request for approval of Amendment #3 to PSA #19-0234 with Carollo Engineers, Inc. to extend the term for one more year through June 30, 2022.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d '*status update and next steps for the SJC return flow pipeline*' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. Amendment #2 was approved on March 31, 2021 and will provide CoSFW the necessary technical permitting services to complete the required EA. The term was not extended in that amendment, and this Amendment #3 will extend the term to continue and complete the work.

ACTION REQUESTED

Staff requests approval of Amendment No. 3 to PSA #19-0234 with Carollo Engineers, Inc. for a term extension through June 30, 2021.

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374; 21-0127

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2022, unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring

TITLE Vice President

Date: 5/27/21

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 26, 2021 15:40 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item AJH
AJH

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200505**

Contractor: **Carollo Engineers**

Description: **On Call Engineering**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **as soon as approved** Term End Date: **7/20/25**

☐ Approved by Council Date: **6/30/21**

Contract / Lease:

Amendment # **3** to the Original Contract / Lease # **19-0234**

Increase/(Decrease) Amount $ N/A

Extend Termination Date to: 6/30/22

☑ Approved by Council Date: **Pending**

Amendment is for: extend term

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

Original Contract 19-0234 $325,000 + nmgrt approved 3/27/19
Amendment#1 #20-0374 $250,000 + nmgrt approved 7/29/20
Amendment #2 #21-0127 $250,000 + nmgrt approved 3/31/21

3. **Procurement History:** **19/16/P 11/9/18**

Fran Dreamay (May 31, 2021 13:04 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend # 3 final extension & compensation for a 4 year contract exp. 6/30/22 RFP 19/16/P

4. **Funding Source:** **Water Enterprise Cash balance** **Org / Object:** **5050395.572960**

Andy Hopkins (May 28, 2021 12:40 MDT) May 28, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

Issued Date: February 10, 2021

Expiration Date: February 10, 2022

CRS Number: 03-162628-00-9

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

7/4/2021

DATE (MM/DD/YYYY) 6/26/2020

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
INSURED 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liab. Ins. Co. — 26247 **INSURER C :** Continental Casualty Company — 20443 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 16520737 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2020	7/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2020	7/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2020	7/4/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2020	7/4/2021	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

ON-CALL ENGINEERING SERVICES FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM, Item 19-0234. City of Santa Fe is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract.

CERTIFICATE HOLDER

16520737
CITY OF SANTA FE
PURCHASING OFFICE
2651 SIRINGO ROAD, BLDG. H
SANTA FE NM 87505

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers

Procurement Title: Amendment No. 3 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers

Procurement Method: State Price Agreement [X] *Cooperative* [X] *Sole Source* *Other*

Exempt [ ] *Request For Proposal* (RFP) **X** *Invitation To Bid (ITB)* [ ] *Contract under 60K* [ ] *Contract over 60K* [ ]

Department Requesting PUD Staff Name Bill Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Bill Schneider, Water Division, PUD — whscheider (May 28, 2021 06:51 MDT)
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (May 31, 2021 13:04 MDT) — Chief Procurement Officer — May 31, 2021
Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

ITEM # 19.0234

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Carollo Engineers** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars ($385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents ($32,484.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents ($417,484.38). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event**

will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the

following insurance coverage(s), naming the City as additional insured, except Workers Compensation.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, to the extent caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

27. Standard of Care.

The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. City-Provided Information and Services.

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

29. **Third Parties.**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

30. **Document Use and Reuse.**

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. **Access.**

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. **Estimates and Projections.**

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Carollo Engineers

NAME AND TITLE
JOHN REHRING VICE PRESIDENT
Becky Lane Vice President

DATE: 4.9.19 4-9-19
CRS# 03-162628-00-9
Registration # 19-00117760

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY 2/12

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed six hundred thirty five thousand dollars ($635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents ($53,578.13) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement,**

including gross receipts tax and expenses, shall not exceed six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents ($688,578.13). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring
Vice President
TITLE

Date: 8/5/2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 26, 2020 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,
II. Preliminary engineering services for design and construction,
III. General engineering services for:
    i. Capital Improvements,
    ii. Repair and rehabilitation related assessments,
    iii. Upgrades and improvements,
    iv. Design support, preparation of design specifications, and procurement support for CIP
IV. Water resources studies for:
    i. Supply and demand management
    ii. Well field sustainability analyses
    iii. Water budget and geohydrologic modeling analyses
    iv. Permitting
V. Permit related activities, compliance and litigation support,
VI. Water utility management support for:
    i. Asset management
    ii. Water loss audit
    iii. Federal and State funding applications

➢ Technical Water Resources Engineering and Feasibility Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➢ Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

➢ General Engineering

The types of services anticipated under this category shall include, at a minimum, the

following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

- Address right of way and easement issues.

- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

- Updates and revisions to the water distribution and storage master plan, as-needed.

- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

➢ **Water Resources Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of

groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➢ **Permit Related Activities, Compliance and Litigation Support**

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➢ **Water Utility Management**

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

Munis # 3200505

MM
mm

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers (Carollo) for $250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

---

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD is requesting to amend the PSA 19-0234 with Carollo to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with Carollo for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0234. The WD has utilized this contract to provide engineering and technical services to evaluate optimization of effluent reuse, permitting and implementation support for a return flow pipeline to Rio Grande, water treatment and water quality upgrade strategies at Canyon Rd and Paseo Real water treatment plants. This PSA will be utilized in FY20-21 to provide continued services on the water quality and water treatment and technical support on the return flow pipeline permitting. The next critical step for the WD is continued progress on satisfying permitting requirements as outlined in the Appendix A (Reuse Pipeline Permit Plan) of the Phase 1 Preliminary Design Evaluation (2019) that include support and concurrences from several federal, state, and local agencies. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0234 with Carollo Engineers On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of $250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.

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

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

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Carollo Engineers Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $325,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date: March 27, 2019

☐ or by City Manager Date:

Contract is for: Original Contract for on call engineering Water and WWMD

Amendment # 1 to the Original Contract# 19-0234

Increase/(Decrease) Amount $ $250,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase for FY 20/21

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

Amount $ 385,000.00 of original Contract# pending Termination Date: 6/30/2020

Reason: Original Contract WWMD $50,000; Water $275,000; Water Conservation $60,000

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021

Reason: Increase comp for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $635,000.00

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

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

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP and WWMD **BU/Line Item:** 5050395.572960

Alexis Lotero
_____
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

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

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

William Schneider, Water Resources
Department Rep Printed Name and Title

whschneider
whschneider (May 20, 2020 09:48 MDT)
Department Rep Signature attesting that all information included

Jan Dunaway 05/26/20
Jan Dunaway (Jan 26, 2020 10:58 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☒	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

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

DISCLOSURES*

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

CONTRACT*

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

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

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

*

PROTEST (If applicable)*

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

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

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

William Schneider, Water Resources

Department Rep Printed Name and Title

wlschneider

wlschneider (May 26, 2020 09:49 MST)

Department Rep Signature attesting that all information included

ITEM # 19.0234

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Carollo Engineers** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars ($385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents ($32,484.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents ($417,484.38). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event**

will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the

following insurance coverage(s), naming the City as additional insured, except Workers Compensation.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, to the extent caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. **Invalid Term or Condition.**

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

24. **Enforcement of Agreement.**

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

25. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

27. **Standard of Care.**

The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. **City-Provided Information and Services.**

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

29. **Third Parties.**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

30. **Document Use and Reuse.**

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. **Access.**

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. **Estimates and Projections.**

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Carollo Engineers

NAME AND TITLE
JOHN REHRING
VICE PRESIDENT

Becky Luna
Vice President

DATE: 4.9.19 4.9.19
CRS# 03-162628-00-9
Registration # 19-00117760

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

City of Santa Fe, New Mexico

memo

Date: February 10, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources Coordinator WHS

RE: Amendment No. 2 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers, Inc. (Carollo) and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Amendment #2 to PSA #19-0234 with Carollo Engineers, Inc. for environmental permitting services in support of the San Juan Chama Return Flow Pipeline Project (PROJECT). This contract will provide technical expertise necessary for the City and US Bureau of Reclamation (USBR) to complete the Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) guidelines.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d '*status update and next steps for the SJC return flow pipeline*' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. This PSA Amendment and BAR will provide CoSFW the necessary technical permitting services to complete the required EA.

ACTION REQUESTED

Staff requests approval of Amendment No. 2 to PSA #19-0234 with Carollo Engineers, Inc. for NEPA environmental services. Amendment No. 2 is both an increase in budget of $250,000 plus NMGRT and an extension of term through June 30, 2022, consistent with the terms of the contract. Staff requests approval of the Budget Increase (BAR) from the Water Enterprise Cash Balance to the CIP Engineering fund. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200505

Contractor: Carollo Engineers

Description: On Call Engineering

Contract ○ Agreement ○ Lease / Rent ○ Amendment ◉

Term Start Date: as soon as approved Term End Date: 7/20/25

☐ Approved by Council Date: 6/30/21

Contract / Lease:

Amendment # 2 to the Original Contract / Lease # 19-0234

Increase/(Decrease) Amount $ 250000 plus nmgrt

Extend Termination Date to: na

☑ Approved by Council Date: Pending

Amendment is for: Task #14 NEPA

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

Original Contract 19-0234 $325,000 + nmgrt approved 3/27/19
Amendment#1 #20-0374 $250,000 + nmgrt approved 7/29/20

3. Procurement History: 19/16/P 11/9/18

Fran Dunaway (Mar 1, 2021 9:14 MST) Mar 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 2 to extend and increase funding 3/27/21-3/26/22 (3rd. year)

4. Funding Source: Water Enterprise Cash balance Org / Object: 5050395.572960

Alexis Lotero (Mar 1, 2021 18:38 MST) Mar 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit “C Titled Task Order 14 attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed eight hundred eighty five thousand dollars ($885,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seventy four thousand six hundred seventy one dollars and eighty eight cents ($74,671.88) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine hundred fifty nine thousand six hundred seventy one dollars and eighty eight cents ($959,671.88). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

Date: Apr 7, 2021

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring

_____
TITLE Vice President

Date: _____

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

GC

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 03/31/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 17, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item AL
AL

Carollo Engineers, Inc.
On Call Engineering Services for the
Water System Capital Improvements Program

SCOPE OF WORK
TASK ORDER 14
Environmental Services Phase 2 for the San Juan Chama Return Flow Pipeline Project

February 17, 2021

The City of Santa Fe (City) has been working on pre-NEPA investigations since July 2020, and is ready to initiate the formal Environmental Assessment process for the San Juan Chama Return Flow Pipeline Project that consists of:

- A new 15 mgd reclaimed water pump station at the Paseo Real Reclamation Facility (PRWRF).
- A new pipeline (approximately 17.6 miles, 24-inch diameter) to convey San Juan Chama (SJC) water back to the Rio Grande for return flow credits.
- A new pressure to gravity transition structure.
- A new discharge structure immediately downstream of the Buckman Direct Diversion (BDD) intake structure.

The new system will allow the City to meet future water supply needs due to increases in service area demand and climate change conditions by taking full advantage of SJC water in an exchange that would allow the City to divert additional water via the BDD. Availability of reclaimed water will vary seasonally, and the highest rates will be during the fall, winter, and spring when existing irrigation demands are lowest.

The lead agency for the EA will be the United States Bureau of Reclamation (Reclamation), in coordination with the Bureau of Land Management (BLM) and US Forest Service (USFS). EMPSi will function as a consultant to Reclamation and will work on the NEPA process exclusively at Reclamation's direction. All communication between Reclamation and EMPSi concerning the NEPA process will be confidential unless otherwise identified by Reclamation. All material created or produced by EMPSi related to the NEPA process will belong to Reclamation.

The purpose of this Task Order is to:

- Provide environmental services for Phase II of the NEPA process using personnel with interdisciplinary areas of expertise as applicable to gather, assess, and provide documentation of analyses in a manner that is legally defensible.

- Provide environmental documents required for the City's separate use in permit applications and right-of-way acquisition.
- Provide public outreach and attend meetings associated with the NEPA process.
- Provide technical support regarding proposed facilities as required for the NEPA process.

Carollo Engineers will be supported by subconsultants EMPSi and John Shomaker and Associates (JSAI) in the execution of the work.

Task	Title
14.1	Project Coordination
14.2	Scoping
14.3	Draft EA
14.4	Final EA/FONSI
14.5	Technical Support

Task 14.1 – Project Coordination

14.1.1 Project management and administration including task order staffing, contract compliance, action item list, and budget management.

14.1.2 Subconsultant management and subcontract administration.

14.1.3 NEPA Management, Kickoff Meeting and Decision File.

- Includes up to 6 management calls with Reclamation
- Up to four 2-hour meetings with permitting agencies. Provide meeting minutes documenting concerns, mitigation requirements, permitting requirements, etc.
- Develop and maintain a project schedule.
- Develop and maintain an electronic project decision file that meets Reclamation and Department of Interior standards. Organize and index all relevant project records (including all NEPA supporting documents, studies, data, reference maps, correspondence, models, etc). Record will not include draft documents.

Assumptions:

- Task Order will be conducted for 8 months (May 2021 to December 2021)
- Invoices and progress reporting will be combined with other active on-call task orders in a single monthly submittal.

Deliverables:

- Invoices and progress reporting (one per month, delivered electronically).
- Meeting agendas and notes
- Project schedule

- Electronic Decision File of the EA process

Task 14.2 – Scoping Meetings and Report

14.2.1 Plan and host one public scoping meeting, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards.

14.2.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.2.3 Work with Reclamation and the City to prepare and distribute public notices for the public scoping meeting.

14.2.4 Public a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.2.5 Participate in a pre-scoping call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.2.6 Providing scoping materials to Reclamation to be published on the Reclamation website.

14.2.7 Prepare scoping report per industry standards; a draft report should be provided to Reclamation 15 days after the scoping meeting for review prior to further distribution. Attend one conference call to discuss report. Incorporate comments from Reclamation into final report.

14.2.8 Written public comments will be encouraged; any verbal input received during the scoping meetings will be captured through meeting notes.

Assumptions:

- Distribution of public notices will be electronic so no postage is required.
- Reclamation will host the project website.
- No court reporter or verbatim transcript will be provided.

Deliverables:

- Draft and Final scoping materials, including maps.
- Scoping materials to be posted on the Reclamation project website.
- Draft and final scoping reports

Task 14.3 – Draft EA

14.3.1 Consult with regulatory agencies to develop a list of concerns that need to be addressed by the EA. Provide a list of agencies and persons consulted during the process including Federal, State, and local agencies, Tribes, and individuals.

14.3.2 Prepare an alternatives analysis for up to three alternatives, including the No Action alternative, that clearly documents the alternatives considered in comparative form, defining the issues and providing a clear basis for choice by decision makers and the public. The 2007 BDD EIS covered environmental effects of constructing pipelines, pump stations, and a discharge outfall to the Rio Grande. The consultant shall use the BDD EIS analyses and consultations to the extent possible for the components of the

San Juan Chama Return flow pipeline and pump station. Analyses should be issue-based. Analysis shall include as a minimum:

a. Analysis of impact to the Camino Real Adentro Trail and other cultural resources.
b. General overview and assessment of wetlands extent along the lower Santa Fe River
c. Biological review will be used to determine presence of special status species and critical habitat.

Assumptions:

- Informal consultation will be required with the US Fish and Wildlife Service in accordance with Section 7 of the Endangered Species Act and that a formal Biological Assessment will not be required.
- Wetland delineation will not be required.

Deliverables:

- Meeting agendas and meeting notes.
- Draft and Final EA

Task 14.4 – Final EA/FONSI

14.4.1 Plan and host one public meeting on the Draft EA, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards

14.4.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.4.3 Work with Reclamation and the City to prepare and distribute public notices for the public meeting.

14.4.4 Publish a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.4.5 Participate in a pre-meeting call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.4.6 Compile and code all public and agency comments and prepare a response to comments memo for the project record.

14.4.7 Develop any mitigation and monitoring measures that should be incorporated into the design and construction specific to the project.

14.4.8 Prepare an electronic copy of the draft Final EA for review by Reclamation.

14.4.9 Prepare the Final EA incorporating Reclamation comments and submit an electronic copy.

14.4.10 Prepare the draft FONSI for review by Reclamation.

14.4.11 Prepare the final FONSI incorporating Reclamation's comments.

Assumptions:

- Distribution of public notices will be electronic, so no postage is required.

Deliverables:

- Public comment memo
- Draft Final EA and Final EA
- Draft and Final FONSI

Task 14.5 – Technical Support

14.5.1 Prepare technical figures, descriptions, estimates to support the NEPA effort.

14.5.2 Initiate coordination with design firm to transmit materials and debrief on assumptions made in the EA, environmental and cultural restrictions that need to be incorporated into design.

Assumptions:

- One 3-hour meeting with preliminary design team.

14.5.3 Phase 1 Additional Hydrology Support. JSAI to incorporate Reclamation and outside consultant review comments. Attend weekly hydrology meetings and Reclamation meeting.

14.5.4 New Mexico RAPID wetland assessment. EMPSi or other subconsultant (TBD) will initiate wetland assessment of the Lower Santa River wetlands based on the new assessment criteria in development by the state.

Deliverables:

- Technical figures for EA.
- Preliminary Wetland Assessment Data

Project Schedule

The project is anticipated to be completed over an 8-month timeframe from May 2021 to December 2021. The formal EA process is expected to be completed in 6 months in accordance with SO 3355, but the SF299 permit effort may extend up to 2 months beyond this window.

Project Budget

The project will be completed for a not-to-exceed budget of $250,000.

Approved:

Jesse Roach Water Division Director City of Santa Fe	John Rehring Vice President Carollo Engineers, Inc.
Date	Date
	Becky Luna Senior Vice President Carollo Engineers, Inc.
	Date

EXHIBIT A

LABOR AND BUDGET ESTIMATE

City of Santa Fe
San Juan Chama Return Pipeline
TO #14 Environmental Services – Phase 2

CITY OF SANTA FE

ENVIRONMENTAL SERVICES, PHASE 2

Task	Task Description	Carollo Direct Labor: Senior professional (Hours) $225	Graphic Design/GIS (Hours) $98	Senior Technician (Hours) $169	Total Labor Hours	Total Labor Cost	EMPSi Subcontract: PM (Hours) $249	QA/Tech Expert $188	NEPA Specialist (Hours) $155	Lead Resource Specialist (Hours) $152	Lead Planner (Hours) $136	Resource Specialist (Hours) $129	Planner (Hours) $124	Associate Staff (Hours) $106	GIS (Hours) $102	Technical Editor (Hours) $105	Word Processor (Hours) $77	Clerical (Hours) $71	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total EMPSi Contract	JSA Subcontract: Principal Hydrogeologist (Hours) $175	Project Hydrogeologist (Hours) $100	Staff Hydrogeologist (Hours) $85	Technical Editor (Hours) $80	GIS/AutoCad Analyst (Hours) $90	Project Coordinator $60	Project Assistant $50	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total JSA Contract	Carollo Direct Expenses (ODC): Subcontract Markup 10%	Travel & Other Direct Costs: Trips	Amount	PECE on Carollo DL Hours $13	Total of Expenses	Total Cost
14.1	Project Coordination																																						
14.1.1	Project Management and Administration	64			64	$14,400													0	$0		$0	5							5	$875		$875	$88	0	$0	$832	$920	$16,195
14.1.2	Subconsultant Management and Administration	8			8	$1,800													0	$0		$0								0	$0		$0	$0	0	$0	$104	$104	$1,904
14.1.3	NEPA Mgmt, Kickoff Meeting and Decision Flo	20			20	$4,500	40		8			12	12	40	2				114	$18,680		$18,680								0	$0		$0	$1,868	0	$0	$260	$2,128	$25,308
	Task 14.1 Totals =	*92*	*0*	*0*	*92*	$20,700	*40*	*0*	*8*	*0*	*0*	*12*	*12*	*40*	*2*	*0*	*0*	*0*	*114*	*$18,680*	*$0*	**$18,680**								*5*	*$875*	*$0*	**$875**	$1,956	0	$0	$1,196	**$3,152**	**$43,407**
14.2	Scoping Meeting and Report																																						
14.2.1	Prepare and distribute public scoping material				0	$0	16		20	8					32	4	2	10	92	$12,860	$1,169	$14,029								0	$0	$0	$0	$1,403	0	$0	$0	$1,403	$15,432
14.2.2	Public scoping meeting and report				0	$0	16		20	8					0	4	2	10	60	$9,598		$9,598								0	$0		$0	$960	0	$0	$0	$960	$10,557
	Task 14.2 Totals =	*0*	*0*	*0*	*0*	$0	*32*	*0*	*40*	*16*	*0*	*0*	*0*	*0*	*32*	*8*	*4*	*20*	*152*	*$22,458*	*$1,169*	**$23,627**								*0*	*$0*	*$0*	**$0**	*$2,363*	0	$0	$0	**$2,363**	**$25,989**
14.3	Draft EA																																						
14.3.1	Internal Preliminary Draft Chapters 1 & 2				0	$0	40	1	20	10	10	40	24	40	20	4	2		211	$31,109		$31,109								0	$0		$0	$3,111	0	$0	$0	$3,111	$34,220
14.3.2	Preliminary Draft and Draft EA				0	$0	40	1	20	10	10	40	24	40	20	8	6		219	$31,840		$31,840								0	$0		$0	$3,184	0	$0	$0	$3,184	$35,024
	Task 14.3 Totals =	*0*	*0*	*0*	*0*	$0	*80*	*2*	*40*	*20*	*20*	*80*	*48*	*80*	*40*	*12*	*8*	*0*	*430*	*$62,949*	*$0*	**$62,949**								*0*	*$0*	*$0*	**$0**	*$6,295*	0	$0	$0	**$6,295**	**$69,244**
14.4	Final EA/FONSI																																						
14.4.1	Response to Public Comments and Draft Final EA/FONSI				0	$0	36	1	60	*15*	*15*	*40*	*12*	*4*	*20*	*6*	*4*	*4*	217	$33,116	$2,169	$35,285								0	$0	$0	$0	$3,528	0	$0	$0	$3,528	$38,813
14.4.2	Final EA/FONSI				0	$0	20	1	20	*5*	*5*	*16*	*12*	*4*	*4*	*6*	*4*	*4*	101	$15,319		$15,319								0	$0		$0	$1,532	0	$0	$0	$1,532	$16,851
	Task 14.4 Totals =	*0*	*0*	*0*	*0*	$0	*56*	*2*	*80*	*20*	*20*	*56*	*24*	*8*	*24*	*12*	*8*	*8*	*318*	*$48,435*	*$2,169*	**$50,604**								*0*	*$0*	*$0*	**$0**	*$5,060*	*0*	*$0*	*$0*	**$5,060**	**$55,664**
14.5	Technical Support																																						
14.5.1	Prepare technical figures, descriptions, estimates	28	16	101	145	$24,937																$0								0	$0	$0	$0	$1,885	0	$0	$0	$1,885	$26,822
14.5.2	Coordination with Preliminary Design	3		4	7	$1,351																$0								0	$0		$0	$0	0	$0	$91	$91	$1,442
14.5.3	Phase 1 Additional Hydrology Suppor	5			5	$1,125																$0	28.00	0.75	7.50	3.25	5.50	4.00	0.25	49	$6,620		$6,620	$662	0	$0	$65	$727	$8,472
14.5.4	New Mexico RAPID wetland assessment	5			5	$1,125																$16,150											$1,615	0	$0	$65	$1,680	$18,955
	Task 14.5 Totals =	*41*	*16*	*105*	*162*	$28,538																*$16,150*	*28.00*	*0.75*	*7.50*	*3.25*	*5.50*	*4.00*	*0.25*	*49*	*$6,620*	*$0*	**$6,620**	*$2,277*	*0*	*$0*	*$2,106*	**$4,383**	**$55,691**
	TOTAL SERVICES: LABOR HOURS	133	16	105	254		208	4	168	56	40	148	84	128	98	32	20	28	1,014			$172,010								54			$7,495						
	TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$29,925	$1,568	$17,745		**$49,238**	$51,816.26	$752.48	$26,106	$8,502	$5,426	$19,049	$10,403	$13,562	$9,992	$3,371	$1,546	$1,997.24		$152,522	$3,338	**$172,010**									**$7,495**	$0	**$7,495**					**$21,260**	**$250,000**

Notes:
1) Assumes teleconference meetings for Carollo
2) Assumes one 3-hour meeting with design firm
3) Task 14.5.3 covers additional hydrology work for Reclamation to support the EA
4) Task 14.5.4 is an estimated cost since New Mexico RAPID guidelines are still draft. This work will only be completed if required by Reclamation based on public scoping and BLM/USFS in

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/07/2021
ISSUE NO. 8d Request for Approval of Amendment #3 to PSA #19-0234 with Carollo Engineers, Inc. to extend the term for one more year through June 30, 2022. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203) **Committee Review:** Public Works and Utilities Committee: 06/07/2021 Finance Committee: 06/21/2021 Governing Body: 06/30/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 06/21/2021 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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

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

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

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **June 1, 2021**

TO: **Governing Body – June 30, 2021**
Finance Committee – June 21, 2021
Public Works and Public Utilities Committee – June 7, 2021

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Shannon Jones, Public Utilities Department Director

FROM: **Jesse Roach, Director, City of Santa Fe Water**
Marcos Martinez, Senior Assistant City Attorney

ITEM AND ISSUE:
Request for Approval of County Partnership in the San Juan Chama Return Flow Project
Jesse Roach, jdroach@santafenm.gov 955-4309
Marcos Martinez, mdmartinez@santafenm.gov 955-6502

BACKGROUND AND SUMMARY:
Connected Utilities: The City of Santa Fe and Santa Fe County share ownership in the Buckman Direct Diversion (BDD), and work together to manage water deliveries from this and other sources to customers in and around the City through a connected transmission and distribution network. City of Santa Fe Water provides backup water supply to the County, and we are actively working with the County on several fronts to ensure a resilient shared water future.

The San Juan Chama Return Flow Project (SJCRFP): In 2015, the City and County completed the Santa Fe Basin Study, a collaborative evaluation of the potential impact of climate change and population growth on Santa Fe's water future. This study identified waste-water effluent as a potential key to avoiding water shortages in the Santa Fe area by the middle of the century. Subsequent internal investigation and published studies point firmly to the SJCRFP as the most resource-efficient way to turn waste-water effluent (indirectly) into additional potable supply. This additional surface water supply will add resiliency to the City water resources portfolio, and thus to the County's backup water source.

The Lower Santa Fe River: The SJCRFP will take waste-water effluent out of the Santa Fe River Watershed for delivery to the Rio Grande in exchange for the ability to divert additional water from the Rio Grande. While there will continue to be effluent discharged to the lower Santa Fe River with the SJCRFP in place, unconsumed San Juan Chama water will no longer be part of that discharge. The proposed City County partnership in the SJCRFP includes a stakeholder informed planning process to develop a Lower Santa Fe River Plan for management of the lower river once the SJCRFP is in place.

Benefits of County Partnership in the SJCRFP: The County's participation in the SJCRFP would defray some of the City's costs in this large infrastructure project, would allow the County to directly benefit from a new water resource, and would bring the City and County together to engage in a stakeholder-informed planning process related to potential impacts of the SJCRFP on the lower Santa Fe River.

Proposed terms of City-County Partnership in the SJCRFP: The proposed partnership would allow the County to invest in the SJCRFP up to a 7% interest, and in return receive the same proportion of the wet water benefits from the project. Once built, the County would pay its proportionate share of operation, maintenance, replacement, and repair costs and 50% of costs associated with accounting for wet water project benefits. The County would provide a $140,000 nonrefundable up-front deposit on this investment. The City and County would embark on a stakeholder-informed lower Santa Fe River planning process to be complete within 2 years of the agreement effective date. If a mutually agreeable Lower Santa Fe River Plan is not developed or adopted by the City and the County, the County would have the option to exit the partnership. The County would lose the $140,000 deposit if they chose to exit at that point.

Note for the Public Works and Public Utilities Committee: This agreement with differences in Section 6 (Lower Santa Fe River Planning Process: County Termination Option) was approved by the Public Works and Public Utilities Committee on April 26, 2021. However, the version approved differed from a version approved by the Board of County Commissioners (BCC) on April 27, 2021, and as a result we are starting the process again with a revised agreement that will go to the BCC on June 29, 2021.

ACTION REQUESTED:
City of Santa Fe Water respectfully requests your review and approval of the attached City – County San Juan – Chama Return Flow Project Agreement

June 2, 2021

CITY-COUNTY
SAN JUAN – CHAMA RETURN FLOW PROJECT AGREEMENT

This San Juan – Chama Return Flow Project Agreement ("Agreement") is between the City of Santa Fe ("City"), a New Mexico home-rule municipality, and Santa Fe County ("County"), a political subdivision of the State of New Mexico (together the "Parties").

Recitals

A. The United States, Department of Interior, Bureau of Reclamation (Reclamation) and the City are parties to a contract, 05-WC-40-540, for 5,230 acre-feet per year of San Juan-Chama Project ("SJCP") Water. Reclamation and the County are parties to a SJCP contract, 05-WC-40-550 for 375 acre-feet of SJCP Water.

B. The City and County are partners in the Buckman Direct Diversion ("BDD"), under a Joint Powers Agreement ("the JPA") executed on March 7, 2005, and can divert SJCP water through the BDD for use within their service areas.

C. Although the Parties have the right to fully consume all of their SJCP water, a significant portion of potential reuse water is lost because of lack of infrastructure to put the water to beneficial use.

D. In order to more fully utilize their SJCP water and to meet growing demands in the face of potentially reduced supplies, the Parties desire to partner in the planning, construction, and operation of the Santa Fe SJCP Return Flow Pipeline Project ("Project"), consisting of a pipeline to move unconsumed SJCP water from the Paseo Real Water Reclamation Facility to 1) the Rio Grande for (a) rediversion and full consumption at the BDD or (b) for delivery to a downstream SJCP water user for subsequent exchange with water stored in upstream reservoirs and, should it become both feasible and preferable, 2) direct reuse, including, but not limited to, delivery of Project supply directly to the BDD water treatment plant for direct potable reuse ("DPR").

E. This Agreement represents one of four areas of active engagement between the City and County in preparation for a shared water future. The other three areas are in long-term water resources planning, sharing water resources at the Buckman Direct Diversion (BDD), and a lower Santa Fe River water management planning and mitigation process.

F. This Agreement is consistent with and furthers an overall conjunctive management strategy, with the objectives of improving drought resiliency, protecting ground water resources, mitigating Project impacts, protecting traditional water uses, including in areas such as La Cienega, and providing supplemental supply to areas dependent on groundwater, such as Eldorado.

Agreement

1. Project Partnership; General Cost-Sharing and Other Principles.

a. Except to the extent modified pursuant to Paragraph 2(b) and consistent with their SJCP allocations, the Parties' respective interests in the Project shall be 93% to the City and 7% to the County. Subject to Paragraph 2(b) and Paragraph 14, each Party will pay its respective share of capital, operation, maintenance, replacement, and repair (OMR&R) costs associated with the Project; provided, however, that water and financial accounting costs directly attributable to the Project shall be split 50-50 by the Parties.

b. Capital costs are those costs (1) that may be included in the capitalized costs of the Project under generally accepted accounting principles for state and local governments; (2) that are included in the capitalized costs of the Project, as reflected in the City's financial records; and (3) that were incurred since publication of the Santa Fe Water Reuse Feasibility Study by the City and County in April of 2017.

c. OMR&R costs consist of the direct costs attributable to the OMR&R of the Project, such as electricity, parts, contractor payments, benefits and salary of City Staff attributable to the Project, and accounting services necessary to bill the County for its share of capital and OMR&R costs as well as account for the Parties' respective use of Project supply as required by Paragraph 5.

d. In implementing and operating the Project, the Parties shall owe to each other duties of loyalty, care, and good faith and fair dealing.

2. Construction Costs and Management. The City will have the authority and responsibility to direct and manage the planning, permitting, engineering design, and construction of the Project, subject to the following:

a. Once the City has final construction drawings, they shall be shared with the County Utility Director. If the County has any comments on those drawings, the County will provide those comments to the City within 15 working days, and the City will respond within 15 working days of receiving the County's comments. The County Utility Director must approve the final construction drawings for the Project, which approval shall not be unreasonably withheld.

b. The County's total contribution toward the capital costs of the Project shall not exceed the lesser of $2 million or 7% of the total capital costs for the Project and is subject to the following:

i. Prior to procuring the construction of the Project, the City shall deliver to the County a certified engineer's cost estimate for the Project. Procurement of the construction services shall only proceed if (i) the certified engineer's cost estimate will cause the County's capital contribution to be less than or equal to $2 million; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the certified engineer's cost estimate within available resources; or (v) the County chooses to end its participation in the

Project and terminate the Agreement. If the certified engineer's cost estimate would cause the County's capital contribution to exceed $2 million and the Parties do not agree to have the Project redesigned to bring the certified cost estimate within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

ii. Prior to authorizing the selected contractor to proceed with the construction of the Project, the City shall submit the contractor(s)'s bid to the County. Construction shall only proceed if (i) the contractor(s)'s bid will cause the County's capital contribution to be less than or equal to $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the contractor(s)'s bid within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the contractor(s)'s bid would cause the County's capital contribution to exceed $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount and the Parties do not agree to have the Project redesigned to bring the contractor(s)'s bid within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

c. Except for the payment described in Paragraph 2(d), the County shall reimburse the City for the County's share of the capital costs of the Project incurred by the City after the Project has been tested and accepted by the City or upon expiration of the County's termination option pursuant to Paragraph 6(b), whichever occurs last. For the avoidance of doubt, the Parties recognize and agree that the County may, with the written approval of the Director of City of Santa Fe Water, incur and directly pay for capital costs for the Project, which shall be counted toward its capital contribution under this Paragraph 2.

d. Within thirty (30) days of the execution of this Agreement, the County shall pay the City the sum of $140,000 to be applied toward the County's share of the capital costs of the Project. This payment is non-refundable, even if the County terminates the Agreement pursuant to Paragraphs 2(b) or Paragraph 6.

3. OMR&R.

a. Once constructed, the City will have the authority and responsibility to oversee and conduct Project OMR&R.

b. In January of each year, the Director of City of Santa Fe Water and the County Utility Director shall determine a Project operating plan for the current calendar year. The operating plan shall be designed to ensure that each Party receives its respective share of Project supply during the calendar year.

c. In January of each year, the City shall deliver to the County the proposed OMR&R budget for the Project for the following fiscal year, including the County's share of OMR&R costs as defined in Paragraph 2(d).

d. At the beginning of each fiscal quarter, the City shall bill the County in advance for OMR&R costs it reasonably expects to incur that quarter. Payment shall be tendered to the City within thirty (30) days of the date of invoice. The City may invoice the County electronically. At the end of each fiscal year, or more frequently if requested by the County, the City shall document its actual costs to the County. The City shall credit the unexpended balance (if any) of the County's contributions at fiscal year end toward the County's contributions in the next fiscal year.

4. Future Capital Expenditure. Any capital expenditure beyond the initial capital costs of the Project and ordinary repair and replacement costs included in the annual OMR&R budget shall be the subject of a separate written agreement between the parties.

5. Allocation and Delivery of Water; Accounting. The City is allocated 93% and the County is allocated 7% of Project supply. The Parties anticipate that a variety of mechanisms, or combinations thereof, will be available for crediting of Project return flow, including the following:

a. Direct Re-Diversion. If the Project is authorized to receive return-flow credit for Project water returned to the Rio Grande and the Parties are permitted to immediately redivert the water at the BDD, then the Parties expect the quantity of rediversion to equal the amount of return-flow credit, without reduction. For example, if in one year the Project returns 4,000 acre-feet to the Rio Grande, and is given return-flow credit for that full amount, and each Party chooses to take all of its Project supply as rediversion, then the City would redivert 3,720 acre-feet of return-flow credit and the County 280 acre-feet.

b. Downstream SJCP Water User Exchange. If the Project is authorized to return Project water to the Rio Grande for delivery to a downstream SJCP water user and the Parties are permitted to receive an exchange credit allowing for transfer to the Parties' SJCP accounts in Heron, El Vado, or Abiquiu Reservoirs, then the Parties expect the transferred amount will be reduced, resulting in a less than 1 to 1 exchange credit. For illustrative purposes only, if in one year the Project returns 4,000 acre-feet to the Rio Grande for delivery to a downstream SJCP user, and the Parties receive 90% of the delivery (3,600 AF) as a transfer in Heron, then the City's SJCP account in Heron Reservoir would be credited 3,348 acre-feet and the County's SJCP account in Heron Reservoir would be credited 252 acre-feet.

c. Direct Reuse.

i. The City and County analysis in the 2017 Water Reuse Optimization Feasibility Study concluded that return flow credits are currently the best option for expanding potable water supply via utilization of effluent at the Paseo Real Water Reclamation Facility. At this point, there is technical and regulatory uncertainty associated with near term consideration of DPR at the

BDD water treatment plant. If at some point in the future, technology, regulatory compliance, hydrology, or other factors change sufficiently to make DPR a preferable water reuse strategy, a Party or the Parties may utilize Project infrastructure to facilitate a transition from return-flow credits to DPR.

ii. Although the Project feasibility and associated permitting is based entirely on return flow of unconsumed SJCP water to the Rio Grande, the Parties agree that, where it makes sense, the Project should be designed and constructed to be adaptable over time to accommodate additional direct reuse. For example, Project supply could be made available for turf irrigation currently being supplied by BDD raw water, to provide supply to the lower Santa Fe River as part of mitigation planning described in Paragraph 6 below, for use at locations made accessible by connection to the return-flow pipeline, and for direct potable reuse at the BDD water treatment plant.

iii. Direct reuse will not require any reduction in the quantity of Project supply. For example, if DPR is mutually implemented at some point in the future, and in one year the Project delivers 4,000 acre-feet for DPR, then the City could use 3,720 acre-feet and the County 280 acre-feet of the DPR.

Accounting of each Party's annual Project supply usage will be maintained.

6. <u>Lower Santa Fe River Planning Process; County Termination Option</u>.

a. Within 180 days of the effective date of this Agreement, the City and County will engage in a stakeholder-informed planning process for the Lower Santa Fe River assuming that no San Juan Chama water is available for release into the Santa Fe River. The stakeholder-informed planning process is entirely separate from and in addition to the National Environmental Policy Act (NEPA) review process for the Project. Ideas to be explored during the stakeholder-informed planning process may include developing target flows and hydrographs for the lower Santa Fe River, as well as accounting for sources and uses of non-Project supply. Within two years of the effective date of this Agreement, the Parties will jointly develop and recommend for approval by their respective governing bodies a Lower Santa Fe River Plan for implementation of any agreed actions.

b. Should the Parties fail to timely develop a Lower Santa Fe River Plan or should the governing bodies fail to adopt a mutually agreeable Lower Santa Fe River Plan , the County may, but shall not be required to, elect to terminate its participation in the Project, effective at the end of the fiscal year or upon 180-days notice, whichever is later. Should the County choose to terminate its participation in the Project, the County shall have no obligation to reimburse the City for, or directly incur, capital costs for the Project. For the avoidance of doubt, the County shall not be reimbursed for its share of OMR&R expenses incurred through the effective date of the termination. The County's termination option expires 2 years and six months after the effective date of this Agreement.

7. Substitution of Treated Effluent to Supply Turf Irrigation. The County and the Club at Las Campanas (The Club) are parties to the Raw Water Supply Agreement dated November 15, 2011, for supply of up to 600 acre-feet per year of raw water derived from the BDD for turf irrigation. The City is party with Las Campanas Limited Partnership to the Settlement Agreement dated September 30, 2003, that provides for delivery by the City to Las Campanas of up to 450 acre-feet per year of treated effluent for turf irrigation through 2027. The Parties agree to work with The Club in good faith to evaluate the existing supply methods and agreements in order to seek potential efficiency improvements that will benefit all parties, including by updating, extending, or changing existing agreements. By substituting treated effluent for raw water for supply of turf irrigation, additional supply from the BDD may be available for potable uses. To this end, the Parties will work to complete terms of agreement with The Club by the end of 2022.

8. Term; Decennial Review of Terms.

a. This Agreement shall be effective on the latest signature date below and shall continue thereafter unless terminated by mutual agreement of the Parties or pursuant to Sections 2(b) or 6(b).

b. As used herein, a "Material Change in Circumstances" means a material change in circumstances that would make continuation of the then-current terms of this Agreement inequitable to a Party or contrary to the public good. On the tenth anniversary of this Agreement and every ten years thereafter, the Parties agree to evaluate whether there has been a Material Change in Circumstances. In the event that the Parties cannot agree (1) whether there has been a Material Change in Circumstances or (2) what should be done in light of the Material Change in Circumstances (e.g., an amendment to the Agreement or termination of the Agreement), either Party may, subject to Paragraph 10, seek a declaration from the First Judicial District Court (1) that there has been a Material Change in Circumstances and (2) that the Agreement should be terminated as a result. The Court may condition termination of the Agreement upon such terms as are necessary to avoid unjust enrichment or undue hardship, such as requiring the Party who would continue to benefit from the Project to reimburse the other Party for its share of capital expenditures, delaying the effective date of termination to allow a Party to secure a replacement supply of water, and requiring the Party who would continue to benefit from the Project to contribute toward the cost of the replacement supply of water. Nothing herein shall preclude the Parties from amending this Agreement outside of the decennial Material Change in Circumstances review process described herein.

9. Amendment. This Agreement may be modified only by a written agreement between the Parties.

10. Dispute Resolution. All disputes arising under this Agreement, including those related to OMR&R, annual OMR&R budgets, and payment arising under Paragraph 3, shall be subject to this Paragraph 10. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, secs. 44-7B-1 through 44-7B-6 prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or

mediation within 60 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies

11. Entire Agreement. This Agreement contains the Entire Agreement between the City and County with regard to the matters set forth herein.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

13. Law. The laws of the State of New Mexico shall govern this Agreement.

14. Non-Appropriations Clause. So as to comply with NMSA 1978, Section 6-6-11 (1968) and N.M. Const., art. IX, Section 10, the County's and City's obligations in future fiscal years are contingent upon sufficient appropriations and authorizations being made by their respective governing bodies. The City and County are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure.

15. Notices.

a. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Director, City of Santa Fe Water
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax:

With a copy to:

City Manager
City of Santa Fe PO Box 909
Santa Fe, NM 87501
Phone: 955-6509
Fax: 955-6683

City Attorney
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-6511

Fax: 955-6748

To the County:

Santa Fe County Utilities Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: 992-9870
Fax: 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6200
Fax: 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6279
Fax: 986-6362

b. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

c. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

16. No Third-Party Beneficiaries. The Parties do not intend this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the Parties may enforce this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Alan Webber, Mayor	Date

ATTEST:

Kristine Bustos-Mihelcic, City of Santa Fe Clerk	Date

APPROVED:

Mary McCoy, City Finance Director	Date

APPROVED AS TO FORM:

Erin K. McSherry, City Attorney	Date

SANTA FE COUNTY

Henry P. Roybal, Chair
Board of County Commissioners

Date

ATTEST:

Katharine E. Clark, County Clerk

Date

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

Date

FINANCE DIVISION APPROVAL

Yvonne S. Herrera, Finance Director

Date

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

ISSUE NO. 8e

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

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 06/21/2021 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: **June 1, 2021**

TO: **Governing Body – June 30, 2021**
Finance Committee – June 21, 2021
Public Works and Public Utilities Committee – June 7, 2021

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Shannon Jones, Public Utilities Department Director SJ

FROM: **Jesse Roach, Director, City of Santa Fe Water**
Marcos Martinez, Senior Assistant City Attorney

ITEM AND ISSUE:
Request for Approval of County Partnership in the San Juan Chama Return Flow Project
Jesse Roach, jdroach@santafenm.gov 955-4309
Marcos Martinez, mdmartinez@santafenm.gov 955-6502

BACKGROUND AND SUMMARY:
Connected Utilities: The City of Santa Fe and Santa Fe County share ownership in the Buckman Direct Diversion (BDD), and work together to manage water deliveries from this and other sources to customers in and around the City through a connected transmission and distribution network. City of Santa Fe Water provides backup water supply to the County, and we are actively working with the County on several fronts to ensure a resilient shared water future.

The San Juan Chama Return Flow Project (SJCRFP): In 2015, the City and County completed the Santa Fe Basin Study, a collaborative evaluation of the potential impact of climate change and population growth on Santa Fe's water future. This study identified waste-water effluent as a potential key to avoiding water shortages in the Santa Fe area by the middle of the century. Subsequent internal investigation and published studies point firmly to the SJCRFP as the most resource-efficient way to turn waste-water effluent (indirectly) into additional potable supply. This additional surface water supply will add resiliency to the City water resources portfolio, and thus to the County's backup water source.

The Lower Santa Fe River: The SJCRFP will take waste-water effluent out of the Santa Fe River Watershed for delivery to the Rio Grande in exchange for the ability to divert additional water from the Rio Grande. While there will continue to be effluent discharged to the lower Santa Fe River with the SJCRFP in place, unconsumed San Juan Chama water will no longer be part of that discharge. The proposed City County partnership in the SJCRFP includes a stakeholder informed planning process to develop a Lower Santa Fe River Plan for management of the lower river once the SJCRFP is in place.

Benefits of County Partnership in the SJCRFP: The County's participation in the SJCRFP would defray some of the City's costs in this large infrastructure project, would allow the County to directly benefit from a new water resource, and would bring the City and County together to engage in a stakeholder-informed planning process related to potential impacts of the SJCRFP on the lower Santa Fe River.

Proposed terms of City-County Partnership in the SJCRFP: The proposed partnership would allow the County to invest in the SJCRFP up to a 7% interest, and in return receive the same proportion of the wet water benefits from the project. Once built, the County would pay its proportionate share of operation, maintenance, replacement, and repair costs and 50% of costs associated with accounting for wet water project benefits. The County would provide a $140,000 nonrefundable up-front deposit on this investment. The City and County would embark on a stakeholder-informed lower Santa Fe River planning process to be complete within 2 years of the agreement effective date. If a mutually agreeable Lower Santa Fe River Plan is not developed or adopted by the City and the County, the County would have the option to exit the partnership. The County would lose the $140,000 deposit if they chose to exit at that point.

Note for the Public Works and Public Utilities Committee: This agreement with differences in Section 6 (Lower Santa Fe River Planning Process: County Termination Option) was approved by the Public Works and Public Utilities Committee on April 26, 2021. However, the version approved differed from a version approved by the Board of County Commissioners (BCC) on April 27, 2021, and as a result we are starting the process again with a revised agreement that will go to the BCC on June 29, 2021.

ACTION REQUESTED:
City of Santa Fe Water respectfully requests your review and approval of the attached City – County San Juan – Chama Return Flow Project Agreement

June 2, 2021

CITY-COUNTY
SAN JUAN – CHAMA RETURN FLOW PROJECT AGREEMENT

This San Juan – Chama Return Flow Project Agreement ("Agreement") is between the City of Santa Fe ("City"), a New Mexico home-rule municipality, and Santa Fe County ("County"), a political subdivision of the State of New Mexico (together the "Parties").

Recitals

A. The United States, Department of Interior, Bureau of Reclamation (Reclamation) and the City are parties to a contract, 05-WC-40-540, for 5,230 acre-feet per year of San Juan-Chama Project ("SJCP") Water. Reclamation and the County are parties to a SJCP contract, 05-WC-40-550 for 375 acre-feet of SJCP Water.

B. The City and County are partners in the Buckman Direct Diversion ("BDD"), under a Joint Powers Agreement ("the JPA") executed on March 7, 2005, and can divert SJCP water through the BDD for use within their service areas.

C. Although the Parties have the right to fully consume all of their SJCP water, a significant portion of potential reuse water is lost because of lack of infrastructure to put the water to beneficial use.

D. In order to more fully utilize their SJCP water and to meet growing demands in the face of potentially reduced supplies, the Parties desire to partner in the planning, construction, and operation of the Santa Fe SJCP Return Flow Pipeline Project ("Project"), consisting of a pipeline to move unconsumed SJCP water from the Paseo Real Water Reclamation Facility to 1) the Rio Grande for (a) rediversion and full consumption at the BDD or (b) for delivery to a downstream SJCP water user for subsequent exchange with water stored in upstream reservoirs and, should it become both feasible and preferable, 2) direct reuse, including, but not limited to, delivery of Project supply directly to the BDD water treatment plant for direct potable reuse ("DPR").

E. This Agreement represents one of four areas of active engagement between the City and County in preparation for a shared water future. The other three areas are in long-term water resources planning, sharing water resources at the Buckman Direct Diversion (BDD), and a lower Santa Fe River water management planning and mitigation process.

F. This Agreement is consistent with and furthers an overall conjunctive management strategy, with the objectives of improving drought resiliency, protecting ground water resources, mitigating Project impacts, protecting traditional water uses, including in areas such as La Cienega, and providing supplemental supply to areas dependent on groundwater, such as Eldorado.

Agreement

1. Project Partnership; General Cost-Sharing and Other Principles.

a. Except to the extent modified pursuant to Paragraph 2(b) and consistent with their SJCP allocations, the Parties' respective interests in the Project shall be 93% to the City and 7% to the County. Subject to Paragraph 2(b) and Paragraph 14, each Party will pay its respective share of capital, operation, maintenance, replacement, and repair (OMR&R) costs associated with the Project; provided, however, that water and financial accounting costs directly attributable to the Project shall be split 50-50 by the Parties.

b. Capital costs are those costs (1) that may be included in the capitalized costs of the Project under generally accepted accounting principles for state and local governments; (2) that are included in the capitalized costs of the Project, as reflected in the City's financial records; and (3) that were incurred since publication of the Santa Fe Water Reuse Feasibility Study by the City and County in April of 2017.

c. OMR&R costs consist of the direct costs attributable to the OMR&R of the Project, such as electricity, parts, contractor payments, benefits and salary of City Staff attributable to the Project, and accounting services necessary to bill the County for its share of capital and OMR&R costs as well as account for the Parties' respective use of Project supply as required by Paragraph 5.

d. In implementing and operating the Project, the Parties shall owe to each other duties of loyalty, care, and good faith and fair dealing.

2. Construction Costs and Management. The City will have the authority and responsibility to direct and manage the planning, permitting, engineering design, and construction of the Project, subject to the following:

a. Once the City has final construction drawings, they shall be shared with the County Utility Director. If the County has any comments on those drawings, the County will provide those comments to the City within 15 working days, and the City will respond within 15 working days of receiving the County's comments. The County Utility Director must approve the final construction drawings for the Project, which approval shall not be unreasonably withheld.

b. The County's total contribution toward the capital costs of the Project shall not exceed the lesser of $2 million or 7% of the total capital costs for the Project and is subject to the following:

i. Prior to procuring the construction of the Project, the City shall deliver to the County a certified engineer's cost estimate for the Project. Procurement of the construction services shall only proceed if (i) the certified engineer's cost estimate will cause the County's capital contribution to be less than or equal to $2 million; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the certified engineer's cost estimate within available resources; or (v) the County chooses to end its participation in the

Project and terminate the Agreement. If the certified engineer's cost estimate would cause the County's capital contribution to exceed $2 million and the Parties do not agree to have the Project redesigned to bring the certified cost estimate within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

ii. Prior to authorizing the selected contractor to proceed with the construction of the Project, the City shall submit the contractor(s)'s bid to the County. Construction shall only proceed if (i) the contractor(s)'s bid will cause the County's capital contribution to be less than or equal to $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the contractor(s)'s bid within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the contractor(s)'s bid would cause the County's capital contribution to exceed $2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount and the Parties do not agree to have the Project redesigned to bring the contractor(s)'s bid within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

c. Except for the payment described in Paragraph 2(d), the County shall reimburse the City for the County's share of the capital costs of the Project incurred by the City after the Project has been tested and accepted by the City or upon expiration of the County's termination option pursuant to Paragraph 6(b), whichever occurs last. For the avoidance of doubt, the Parties recognize and agree that the County may, with the written approval of the Director of City of Santa Fe Water, incur and directly pay for capital costs for the Project, which shall be counted toward its capital contribution under this Paragraph 2.

d. Within thirty (30) days of the execution of this Agreement, the County shall pay the City the sum of $140,000 to be applied toward the County's share of the capital costs of the Project. This payment is non-refundable, even if the County terminates the Agreement pursuant to Paragraphs 2(b) or Paragraph 6.

3. OMR&R.

a. Once constructed, the City will have the authority and responsibility to oversee and conduct Project OMR&R.

b. In January of each year, the Director of City of Santa Fe Water and the County Utility Director shall determine a Project operating plan for the current calendar year. The operating plan shall be designed to ensure that each Party receives its respective share of Project supply during the calendar year.

c. In January of each year, the City shall deliver to the County the proposed OMR&R budget for the Project for the following fiscal year, including the County's share of OMR&R costs as defined in Paragraph 2(d).

d. At the beginning of each fiscal quarter, the City shall bill the County in advance for OMR&R costs it reasonably expects to incur that quarter. Payment shall be tendered to the City within thirty (30) days of the date of invoice. The City may invoice the County electronically. At the end of each fiscal year, or more frequently if requested by the County, the City shall document its actual costs to the County. The City shall credit the unexpended balance (if any) of the County's contributions at fiscal year end toward the County's contributions in the next fiscal year.

4. Future Capital Expenditure. Any capital expenditure beyond the initial capital costs of the Project and ordinary repair and replacement costs included in the annual OMR&R budget shall be the subject of a separate written agreement between the parties.

5. Allocation and Delivery of Water; Accounting. The City is allocated 93% and the County is allocated 7% of Project supply. The Parties anticipate that a variety of mechanisms, or combinations thereof, will be available for crediting of Project return flow, including the following:

a. Direct Re-Diversion. If the Project is authorized to receive return-flow credit for Project water returned to the Rio Grande and the Parties are permitted to immediately redivert the water at the BDD, then the Parties expect the quantity of rediversion to equal the amount of return-flow credit, without reduction. For example, if in one year the Project returns 4,000 acre-feet to the Rio Grande, and is given return-flow credit for that full amount, and each Party chooses to take all of its Project supply as rediversion, then the City would redivert 3,720 acre-feet of return-flow credit and the County 280 acre-feet.

b. Downstream SJCP Water User Exchange. If the Project is authorized to return Project water to the Rio Grande for delivery to a downstream SJCP water user and the Parties are permitted to receive an exchange credit allowing for transfer to the Parties' SJCP accounts in Heron, El Vado, or Abiquiu Reservoirs, then the Parties expect the transferred amount will be reduced, resulting in a less than 1 to 1 exchange credit. For illustrative purposes only, if in one year the Project returns 4,000 acre-feet to the Rio Grande for delivery to a downstream SJCP user, and the Parties receive 90% of the delivery (3,600 AF) as a transfer in Heron, then the City's SJCP account in Heron Reservoir would be credited 3,348 acre-feet and the County's SJCP account in Heron Reservoir would be credited 252 acre-feet.

c. Direct Reuse.

i. The City and County analysis in the 2017 Water Reuse Optimization Feasibility Study concluded that return flow credits are currently the best option for expanding potable water supply via utilization of effluent at the Paseo Real Water Reclamation Facility. At this point, there is technical and regulatory uncertainty associated with near term consideration of DPR at the

BDD water treatment plant. If at some point in the future, technology, regulatory compliance, hydrology, or other factors change sufficiently to make DPR a preferable water reuse strategy, a Party or the Parties may utilize Project infrastructure to facilitate a transition from return-flow credits to DPR.

ii. Although the Project feasibility and associated permitting is based entirely on return flow of unconsumed SJCP water to the Rio Grande, the Parties agree that, where it makes sense, the Project should be designed and constructed to be adaptable over time to accommodate additional direct reuse. For example, Project supply could be made available for turf irrigation currently being supplied by BDD raw water, to provide supply to the lower Santa Fe River as part of mitigation planning described in Paragraph 6 below, for use at locations made accessible by connection to the return-flow pipeline, and for direct potable reuse at the BDD water treatment plant.

iii. Direct reuse will not require any reduction in the quantity of Project supply. For example, if DPR is mutually implemented at some point in the future, and in one year the Project delivers 4,000 acre-feet for DPR, then the City could use 3,720 acre-feet and the County 280 acre-feet of the DPR.

Accounting of each Party's annual Project supply usage will be maintained.

6. <u>Lower Santa Fe River Planning Process; County Termination Option</u>.

a. Within 180 days of the effective date of this Agreement, the City and County will engage in a stakeholder-informed planning process for the Lower Santa Fe River assuming that no San Juan Chama water is available for release into the Santa Fe River. The stakeholder-informed planning process is entirely separate from and in addition to the National Environmental Policy Act (NEPA) review process for the Project. Ideas to be explored during the stakeholder-informed planning process may include developing target flows and hydrographs for the lower Santa Fe River, as well as accounting for sources and uses of non-Project supply. Within two years of the effective date of this Agreement, the Parties will jointly develop and recommend for approval by their respective governing bodies a Lower Santa Fe River Plan for implementation of any agreed actions.

b. Should the Parties fail to timely develop a Lower Santa Fe River Plan or should the governing bodies fail to adopt a mutually agreeable Lower Santa Fe River Plan , the County may, but shall not be required to, elect to terminate its participation in the Project, effective at the end of the fiscal year or upon 180-days notice, whichever is later. Should the County choose to terminate its participation in the Project, the County shall have no obligation to reimburse the City for, or directly incur, capital costs for the Project. For the avoidance of doubt, the County shall not be reimbursed for its share of OMR&R expenses incurred through the effective date of the termination. The County's termination option expires 2 years and six months after the effective date of this Agreement.

7. Substitution of Treated Effluent to Supply Turf Irrigation. The County and the Club at Las Campanas (The Club) are parties to the Raw Water Supply Agreement dated November 15, 2011, for supply of up to 600 acre-feet per year of raw water derived from the BDD for turf irrigation. The City is party with Las Campanas Limited Partnership to the Settlement Agreement dated September 30, 2003, that provides for delivery by the City to Las Campanas of up to 450 acre-feet per year of treated effluent for turf irrigation through 2027. The Parties agree to work with The Club in good faith to evaluate the existing supply methods and agreements in order to seek potential efficiency improvements that will benefit all parties, including by updating, extending, or changing existing agreements. By substituting treated effluent for raw water for supply of turf irrigation, additional supply from the BDD may be available for potable uses. To this end, the Parties will work to complete terms of agreement with The Club by the end of 2022.

8. Term; Decennial Review of Terms.

a. This Agreement shall be effective on the latest signature date below and shall continue thereafter unless terminated by mutual agreement of the Parties or pursuant to Sections 2(b) or 6(b).

b. As used herein, a "Material Change in Circumstances" means a material change in circumstances that would make continuation of the then-current terms of this Agreement inequitable to a Party or contrary to the public good. On the tenth anniversary of this Agreement and every ten years thereafter, the Parties agree to evaluate whether there has been a Material Change in Circumstances. In the event that the Parties cannot agree (1) whether there has been a Material Change in Circumstances or (2) what should be done in light of the Material Change in Circumstances (e.g., an amendment to the Agreement or termination of the Agreement), either Party may, subject to Paragraph 10, seek a declaration from the First Judicial District Court (1) that there has been a Material Change in Circumstances and (2) that the Agreement should be terminated as a result. The Court may condition termination of the Agreement upon such terms as are necessary to avoid unjust enrichment or undue hardship, such as requiring the Party who would continue to benefit from the Project to reimburse the other Party for its share of capital expenditures, delaying the effective date of termination to allow a Party to secure a replacement supply of water, and requiring the Party who would continue to benefit from the Project to contribute toward the cost of the replacement supply of water. Nothing herein shall preclude the Parties from amending this Agreement outside of the decennial Material Change in Circumstances review process described herein.

9. Amendment. This Agreement may be modified only by a written agreement between the Parties.

10. Dispute Resolution. All disputes arising under this Agreement, including those related to OMR&R, annual OMR&R budgets, and payment arising under Paragraph 3, shall be subject to this Paragraph 10. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, secs. 44-7B-1 through 44-7B-6 prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or

mediation within 60 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies

11. Entire Agreement. This Agreement contains the Entire Agreement between the City and County with regard to the matters set forth herein.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

13. Law. The laws of the State of New Mexico shall govern this Agreement.

14. Non-Appropriations Clause. So as to comply with NMSA 1978, Section 6-6-11 (1968) and N.M. Const., art. IX, Section 10, the County's and City's obligations in future fiscal years are contingent upon sufficient appropriations and authorizations being made by their respective governing bodies. The City and County are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure.

15. Notices.

a. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Director, City of Santa Fe Water
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax:

With a copy to:

City Manager
City of Santa Fe PO Box 909
Santa Fe, NM 87501
Phone: 955-6509
Fax: 955-6683

City Attorney
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-6511

Fax: 955-6748

To the County:

Santa Fe County Utilities Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: 992-9870
Fax: 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6200
Fax: 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6279
Fax: 986-6362

b. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

c. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

16. No Third-Party Beneficiaries. The Parties do not intend this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the Parties may enforce this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Alan Webber, Mayor	Date

ATTEST:

Kristine Bustos-Mihelcic, City of Santa Fe Clerk	Date

APPROVED FOR FINANCES:

Mary McCoy, City Finance Director	Date

CITY ATTORNEY'S OFFICE:

Marcos Martinez Marcos Martinez (Jun 2, 2021 13:54 MDT) Senior Assistant City Attorney	Jun 2, 2021 Date

SANTA FE COUNTY

Henry P. Roybal, Chair
Board of County Commissioners

Date

ATTEST:

Katharine E. Clark, County Clerk

Date

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

Date

FINANCE DIVISION APPROVAL

Yvonne S. Herrera, Finance Director

Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202765

Contractor: **Santa Fe County**

Description: **County Partnership in the San Juan Chama Return Flow Project**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **upon approval** Term End Date: **Continue thereafter**

☑ Approved by Council Date: **Pending**

Contract / Lease: **$140,000 deposit from county to city**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **term extension**

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

3. **Procurement History:** **Exempt - Government Agreement, memo attached**

Fran Delaway (Jun 9, 2021 [illegible] MDT) Jun 9, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **Water Enterprise** **Org / Object:** **5050381**

Andy Hopkins Jun 9, 2021

Andy Hopkins (Jun 9, 2021 17:14 MDT)

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: Santa Fe County

Procurement Title: No Procurement / Governmental Agreement

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

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

Department Requesting Public Utilities Department / Water Division Staff Name Jesse Roach

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: _____

Jesse Roach, Water Division Director 5/10/21
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jun 9, 2021 17:34 MDT)
Chief Procurement Officer Jun 9, 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.

*

Signature:

Email: mdmartinez@ci.santa-fe.nm.us

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: swjones@santafenm.gov

SFC SJC

Final Audit Report 2021-06-03

Created:	2021-06-02
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA37YtUbwbmrNFjiNBi1zPXBdEsqYuEeYg

"SFC SJC" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-06-02 - 4:21:24 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@ci.santa-fe.nm.us) for signature
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Email viewed by Marcos Martinez (mdmartinez@ci.santa-fe.nm.us)
2021-06-02 - 4:27:57 PM GMT- IP address: 63.232.20.2

Maya Martinez (mfmartinez@ci.santa-fe.nm.us) replaced signer Marcos Martinez (mdmartinez@ci.santa-fe.nm.us) with Irene Romero (ikromero@santafenm.gov)
2021-06-02 - 8:50:16 PM GMT- IP address: 63.232.20.2

Document emailed to Irene Romero (ikromero@santafenm.gov) for signature
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Email viewed by Irene Romero (ikromero@santafenm.gov)
2021-06-02 - 8:53:38 PM GMT- IP address: 104.47.64.254

Document canceled by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-06-03 - 10:44:56 PM GMT- IP address: 63.232.20.2

Signature: 

Email: jdroach@santafenm.gov

Signature:

Email: swjones@santafenm.gov

SFC SJC

Final Audit Report 2021-06-04

Created:	2021-06-03
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAWgWSiBRL5BBl8m0F73_o5cuuExGLibq3

"SFC SJC" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-06-03 - 10:50:19 PM GMT- IP address: 63.232.20.2

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2021-06-03 - 11:10:44 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-06-03 - 11:10:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
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2021-06-03 - 11:45:57 PM GMT- IP address: 174.28.80.214

Document canceled by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-06-04 - 1:42:09 PM GMT- IP address: 63.232.20.2

Signature: Shannon Jones

Email: swjones@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

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

Committee Review:

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

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: May 18, 2021

TO: Governing Body
Finance Committee
Public Works Committee

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

FROM: Randy Randall, Tourism Santa Fe Director *Randy Randall*

ITEM AND ISSUE:
Request for the Approval of Amendment #3 to the PSA with Vladimir Jones in the Total Amount of $1,450,000.00 for Advertising Agency services for Tourism Santa Fe for FY22.

BACKGROUND AND SUMMARY:

On January 11, 2019, the City advertised for request for proposals (RFP '19/25/P). This RFP was for professional services for TOURISM Santa Fe's Agency of Record (AOR). Vladimir Jones was selected to be the AOR and to provide agency services. Amendment #1 was to extend the term and increase the compensation amount for FY2021, and Amendment #2 added an additional $175,000 to the reduced funding in FY 21.

On May 12, 2021, the Governing Board approved a grant agreement between NMTD and Tourism Santa Fe for the amount of $300,000. The BAR was approved by Governing Body on May 26, 2021. The BAR will increase Tourism revenue and expenditures in CCC by $300,000. Of the total amount, $200,000 will go into Advertising.

PROCUREMENT METHOD:

The procurement method was an RFP '19/25/P which resulted in the approval of contract #19-0384.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200492.

FUNDING SOURCE:
1) **Lodger's Tax Fund: 213/ VSF Admin. – 2130521/Advertising – 561850 - $570,000**
2) **SF Conv. Center Fund: 520/ CCC Operations – 5206600/Advertising – 561850 - $880,000**

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of Amendment #3 to the Professional Services Agreement with Vladimir Jones.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200492

Contractor: Vladimir Jones (Praco)

Description: Advertising Agency of Record Services, Amendment #3 for FY22, increase compensation by $1,450,000 and extend the term to 6/30/22.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 7/1/21 Term End Date: 6/30/21

☐ Approved by Council Date: _____

Contract / Lease: Contract Amendment #3

Amendment # 3 to the Original Contract / Lease # 19-0384

Increase/(Decrease) Amount $ $1,450,000

Extend Termination Date to: 6/30/22

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Original #19-0384 began FY20 for $1,600,000 ($100,000 began in June 2020).
Amendment #1, #20-0467, increased compensation for FY21 by $1,300,000, and extended the term to 6/30/21.
Amendment #2 increased compensation for FY21 by $175,000.

3. Procurement History: RFP '19/25/P

Fran Delaway (Jun 3, 2021 9:53 MDT) Jun 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #3 to increase comp for FY 22 -July 1, 2021 - June 30, 2022

4. Funding Source: CCC-$880k& VSF-$570k/Advertising 561850 Org / Object: 2130521/5206600memo

Andy Hopkins Andy Hopkins (Jun 3, 2021 10:40 MDT) Jun 3, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Antoinette Armijo-Rougemont Phone # x6210

Email: antoinettearmijo@hotmail.com

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vladimir Jones (Praco)

Procurement Title: Advertising Agency of Record Services – Amendment #3 for FY22

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

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

Department Requesting Tourism Staff Name Jordan Guenther

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jordan Guenther, Marketing Director TSF Jordan Guenther (May 27, 2021 13:01 MDT) May 27, 2021

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

Fran Dunaway Fran Dunaway (Jun 3, 2021 10:53 MDT) Chief Procurement Officer Jun 3, 2021

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

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

*

Contract No. 19-0384
Munis No. 3200492

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

1. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million four hundred fifty thousand dollars ($1,450,000)** such compensation not to exceed **$1,450,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed four million five hundred twenty five thousand dollars ($4,525,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. **Term**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OF SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2022, unless

terminated pursuant to contract. There is an option to renew for one additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: _____
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

By: Marcos Martinez (May 13, 2021 10:43 MDT) Date: May 13, 2021
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: Meredith Vaughan Date: May 14, 2021
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #21-00157691

Object/Org: 2130521.561850 - $570,000 & 5206600.561850 - $880,000 = $1,450,000 AJH
AJH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2020

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: Candi Chuburu
AssuredPartners Colorado 101 N Cascade Ave #410 Colorado Springs CO 80903	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: candi.chuburu@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Pinnacol Assurance	41190
INSURER C : Philadelphia Indemnity Company	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: PRACLTD-01
Praco LTD DBA Vladimir Jones
2 N Nevada Ave., Suite 1400
Colorado Springs CO 80903

COVERAGES **CERTIFICATE NUMBER:** 1578721675 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZH4-8824495-10	9/26/2020	9/26/2021	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Priv&Sec, Cyber						Priv & Sec, Cyber	$ 50,000
A	AUTOMOBILE LIABILITY			AW4-884692-10	9/26/2020	9/26/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UH4-8850592-10	9/26/2020	9/26/2021	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			1002922	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Cyber			PHSD1577930	9/26/2020	9/26/2021	Cyber Aggregate Limit	1,000,000
C	Crime			PHSD1577927	9/26/2020	9/26/2021	Crime Limit	500,000
C	Professional			PHSD1577779	9/26/2020	9/26/2021	Prof Aggregate Limit	2,000,000

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

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION 30

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: VLADIMIR JONES
DBA: VLADIMIR JONES

Business Location: PO BOX 387
COLORADO SPRINGS, CO 80901

CRS Number: 03-436229-00-0

Owner: VLADIMIR JONES

License Number: 227045

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 25, 2022

Fees Paid: $10.00

VLADIMIR JONES
PO BOX 387
COLORADO SPRINGS, CO 80901

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 19-0384

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Vladimir Jones**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the city of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3) Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1) Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2) Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3) Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4) Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In

addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1) Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance vs. estimate explained.
2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.
3) The Contractor shall submit periodic reports to the governing body, at least quarterly, listing the expenditures for those periods. Within ten days of receiving the reports, the governing body shall furnish copies of them to the tax advisory board.

D. Production:

1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1) Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2) The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3) Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One Million Six-Hundred Thousand dollars ($1,600,000), such compensation not to exceed One million six-hundred thousand dollars, excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed One Million Six Hundred Thousand Dollars total contract price for the full term of the contract. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of $100,000 dollars ($100,000) in FY19, and $1,500,000 in FY20. . **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed $100,000 in FY19. The $100,000 in FY19 shall be used for Increased Production or Media (net) as approved by Client. The $1,500,000 in FY20 shall be broken down as follows:**

FY19 Increased Production and/or Media (net)	$100,000
Media (net)	$1,020,000
Production (net)	$150,000
Research/Other	$22,500
Travel	$5,000
Agency Services Retainer	$302,500
TOTAL	**$1,600,000**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the

City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2020, with the option to renew three additional years** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. **Amendment.**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. **Professional Liability Insurance**. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. **Other Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.

d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: TOURISM Santa Fe
Attn: Randy Randall
201 W. Marcy Street
Santa Fe, NM 87501

To the Contractor: Vladimir Jones
Attn: Meredith Vaughn, CEO
6 North Tejon Street #400
Colorado Springs, CO. 80903-3928

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Vladimir Jones

NAME AND TITLE

DATE: 6/4/19

CRS# 03-136229-00-0

Registration # 19-00157691

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK
CC mtg 5/29/2019

APPROVED AS TO FORM:

MDM 4/29/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR MM

22108.561850

Item# 20-0467

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

Contract No.19-0384

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. **Compensation.**

Section 3, Compensation, is hereby amended to read as follows:

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million three hundred thousand dollars ($1,300,000)**, such compensation not to exceed **$1,300,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, excluding gross receipts tax, shall not exceed two million nine hundred seventy two thousand six hundred and fifty seven dollars ($2,900,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: Sep 16, 2020
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: Sep 17, 2020
Yolanda Y. Vigil, City Clerk

GB Mtg 09/09/20 GC

City Attorney's Office:

By: Marcos Martinez Date: Jul 8, 2020
Marcos Martinez (Jul 8, 2020 10:12 MDT)
Senior Assistant City Attorney

Approved:

By: Mary McCoy Date: Sep 16, 2020
Mary McCoy, Finance Director

Contractor:

By: See Attached Date: _____
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #20-00157691

BU/Line Item: 2130521.561850

Contract No. ITEM # 21-0205
Munis No. 3200492

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2
Item#19-0384

THIS AMENDMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and seventy five thousand dollars ($175,000)**, such compensation not to exceed **$175,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement #19-0384 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three million seventy five thousand dollars ($3,075,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: May 13, 2021

Alan Webber, Mayor

Attest:

By: _____ Date: May 14, 2021

Kristine Bustos Mihelcic, City Clerk

GB MTG 05/12/2021

City Attorney's Office:

By: Marcos Martinez Date: Mar 25, 2021

Marcos Martinez (Mar 25, 2021 11:44 MDT)

Senior Assistant City Attorney

Approved for Finances:

By: Alexis Lotero Date: May 13, 2021

Alexis Lotero (May 13, 2021 17:08 MDT)

Mary McCoy, Finance Director

Contractor:
Vladimir Jones (Praco)

By: _____ Date: Mar 30, 2021

Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #21-00157691

Object/Org: 2130521.561850 - $140,000 – (BAR attached) & 5206600.561850 - $35,000

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

ISSUE NO. 8k

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

Committee Review:
Public Works and Utilities Committee: 06/07/2021
Finance Committee: 06/21/2021
Public Works and Utilities Committee: 06/28/2021
Governing Body: 06/30/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to postpone this item until the June 28, 2021 Public Works and Utilities Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

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

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

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8b

Request for the Approval of Amendment No. 3 to the PSA with Vladimir Jones in the Total Amount of $1,450,000 for Advertising Agency Services for Tourism Santa Fe for FY22. (Randy Randall, Tourism SF Director: rrandall@santafenm.gov, 505-966-6209)

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler, excused earlier in meeting questions asked by Councilor Garcia. Approved unanimously to forward to 6/30/2021 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	EXCUSED		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

k) CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler, Councilor Cassutt, Councilor Garcia, and Councilor Villarreal) A Resolution Supporting the Tenth Annual Neighbor to Neighbor Fund Drive. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee	**Review:**
Introduced:	6/9/21
Quality of Life Committee:	06/16/21
Finance Committee:	06/21/21
Governing Body: 06/30/21	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler, Councilor Cassutt, Councilor Garcia, and Councilor Villarreal)
A Resolution Supporting the Tenth Annual Neighbor to Neighbor Fund Drive. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 6/9/21
Quality of Life Committee: 06/16/21
Finance Committee: 06/21/21
Governing Body: 06/30/21

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	X		

City of Santa Fe New Mexico
Memorandum

Date: June 7, 2021

To: Quality of Life Committee, Governing Body

Via: Erin McSherry, City Attorney EM

From: Jesse Guillen, Legislative Liaison

RE: Food Depot Annual Fund Drive

ITEM AND ISSUE

Consideration of a Resolution supporting the tenth annual Neighbor to Neighbor Fund Drive, hosted by the Food Depot.

BACKGROUND AND SUMMARY

In previous years the Governing Body has supported the annual Neighbor to Neighbor Food Drive which collects donated food from over 100 neighborhoods. These donation provide over 800,000 meals for families throughout Northern New Mexico. In 2020 the Food Depot switched the Food Drive to a "Fund Drive" as a response to the COVID-19 pandemic. The donations raised will be used to purchase the food that would otherwise have been donated. Prior to 2020, City support has included the use of official vehicles to pick up and transport the donated food to the Food Depot. In the absence of a food drive, no City equipment or labor will be utilized this year.

ACTION REQUESTED

Adopt the Resolution as presented.

ATTACHMENTS

Resolution

FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Jamie Cassutt Councilor Michael J. Garcia

Councilor Renee Villarreal Councilor Chris Rivera

A RESOLUTION

SUPPORTING THE TENTH ANNUAL NEIGHBOR TO NEIGHBOR FUND DRIVE.

WHEREAS, according to Feeding America, New Mexico has one of the lowest rankings among states for food security; and

WHEREAS, the same study found that, in New Mexico, more than 320,000 people seek food assistance annually; and

WHEREAS, additionally, over 18,300 people live in poverty in Santa Fe County including over 5,900 children; and

WHEREAS, the study also found that in Santa Fe County, one in three children were affected by hunger during the pandemic; and

WHEREAS, research has demonstrated children who go without adequate healthy food cannot thrive nor learn well; and

WHEREAS, public and private partnerships can both feed children and improve the local agricultural economy; and

WHEREAS, it is the mission of the Food Depot to end hunger in Northern New Mexico;

and

WHEREAS, the Food Depot fulfills this goal through serving as the food bank for nine Northern New Mexico counties, providing food to more than 145 nonprofit agencies, including emergency food pantries, hot meal programs, homeless shelters, youth programs, senior centers, homes for the mentally disabled, and shelters for battered persons; and

WHEREAS, in 2020, the Food Depot distributed an average of 965,500 pounds of food each month, providing more than 804,500 meals to people in need, including the most vulnerable in our community; and

WHEREAS, more than just feeding people, the Food Depot is trying to help people change their lives; and

WHEREAS, every September since 2012, the neighborhoods in the Santa Fe area have participated in donating food to the Food Depot through an area-wide neighborhood and business "Neighbor to Neighbor" Food/Fund Drive, in conjunction with the national "Hunger Action Month"; and

WHEREAS, this food drive has grown exponentially over the last nine years; and

WHEREAS, in 2019, the Santa Fe community provided 364,290 pounds of food, equal to 303,575 meals for those in need; and

WHEREAS, in 2020 the Santa Fe community raised $170,979, equal to 854,895 pounds of food, or 712,412 meals for those in need, illustrating the importance of the Neighbor to Neighbor Fund Drive in accomplishing the mission of the Food Depot; and

WHEREAS, the onset of the novel coronavirus pandemic restricted the ability of the Food Depot to conduct the annual food drive in the traditional manner; and

WHEREAS, instead, the Food Depot accepted monetary donations in order to purchase food that will be distributed to needy families in northern New Mexico; and

WHEREAS, on Saturday, September 18, 2021, the Food Depot plans to hold the Tenth

Annual, Area-Wide "Neighbor to Neighbor Fund Drive" to benefit the Food Depot with the support of Santa Fe area neighborhoods, businesses, and communities; and

WHEREAS, the success of the Drive over the preceding nine years is evidence that the it is well situated to be an annual event that neighborhood associations across the city look forward to participating in each year, with the encouragement and support of the City and its elected officials.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Boy supports and encourages the efforts of the Food Depot's tenth annual "Neighbor to Neighbor Fund Drive" on September 18, 2021.

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/Tenth Annual Neighbor to Neighbor Fund Drive

FIR No. 3273

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Tenth Annual Neighbor to Neighbor Fund Drive**

Sponsor(s): Councilors Vigil Coppler, Cassutt, Garcia, Villarreal, and Rivera

Reviewing Department(s): Legislative Services

Staff Completing FIR: Jesse Guillen Date: 8/6/20 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Jun 8, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Jun 9, 2021

Alexis Lotero, Assistant Finance Director (Jun 9, 2021 11:43 MDT)

Summary:
The proposed Resolution supports the tenth annual "food drive", which became a "fund drive" in 2020 as a result of the COVID-19 pandemic. The Resolution expresses the Governing Body's support for the event and the work in reducing hunger that the Food Depot does throughout northern New Mexico.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
The Governing Body will not express its support for the Food Depot's Fund Drive, potentially decreasing the support the Food Depot receives from the community.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Prior to 2020, the City donated vehicles and labor to pick up and deliver the food donations. Because there will not be a food drive, there will be no need for the use of City resources.

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: jbguillen@ci.santa-fe.nm.us

City of Santa Fe New Mexico
Memorandum

Date: June 17, 2021

To: Community Development Commission – 6/16/21
Quality of Life Committee – 6/16/21
Finance Committee – 6/21/21
Governing Body – 6/30/21

Via: Rich Brown, Director, Community Development Department

From: Alexandra Ladd, Director, Office of Affordable Housing AGL

RE: Resolution to donate parcel located at 635 Alto Street

EXECUTIVE SUMMARY:
Recognizing that land acquisition and other forms of site control are significant hurdles in the development process and that developing affordable units is financially challenging, the attached Resolution proposes to donate a parcel located at 635 Alto Street for the purposes of supporting five (5) Low Priced Dwelling Units (LPDU) as defined in SFCC 1987, Section 26-2. Additional donations include the value of the fee waivers and reductions that are provided pursuant to Section 14-8.11(G).

BACKGROUND:
This lot, located at 635 Alto Street, is the focus of this initial offering because it was the subject of the Greenworks design competition sponsored by the City in 2008-09. The competition called for designs that reflected quality and innovation, achieved green building standards, met all land use requirements, conformed to the City's inclusionary zoning program, provided a reasonable budget, and could serve as a replicable model for infill and green building. The competition also called for proposed projects that demonstrated responsiveness to neighborhood context, historic design overlay standards, and public input.

One of the winning design concepts was further explored via Resolution 2010-57 which called for the City to conduct due diligence on the feasibility of the proposed design. In turn, the City's Historic Design Review Board approved the design with modifications in 2011. This design serves as a "proof of concept" that five homes can be built on the lot.

The donation of this lot must be in conformance with the New Mexico Affordable Housing Act (the "Act"), which is the enabling legislation for the affordable housing exemption to the State of New Mexico's Anti-Donation Clause. The Act establishes the eligible uses for donations of public land, cash, buildings, and infrastructure. The City's code requires all beneficiaries of the donated value to be income-qualified as

earning no more than 120% of the area median income ("AMI"), determined through a Department of Housing and Urban Development (HUD) approved income certification process. In turn, the pricing of the homes must also be affordable to the 100%AMI household. Using the 2021 pricing schedule, these homes would be priced in a range $270,000 - $300,000 which is substantially more affordable than what the market would bear for these same units.

ACTION REQUESTED:
Staff requests approval of the Resolution as presented.

ATTACHMENTS:
Resolution
Design Competition Visual
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor JoAnne Vigil Coppler

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.

WHEREAS, it is the policy of the City of Santa Fe ("City") to provide incentives and encourage proposals that support the production, acquisition, and redevelopment of affordably-priced homes in mixed- income developments; and

WHEREAS, the "State of Housing Affordability" report released in December of 2020 by the Santa Fe Housing Action Coalition ("SFHAC") estimates that about 75% of all renter households earning $50,000 or less are "cost-burdened" or paying more than one-third of their monthly income toward their housing costs; and

WHEREAS, the SFHAC report cites local real estate sales data showing that home sales values increased by 20% from the same quarter in 2019; and

WHEREAS, the City intends to donate a lot as shown in the attached Exhibit A of a size

that is sufficient for the development of five (5) homes that meet the definition in SFCC 26-3 as "Low Priced Dwelling Units" ("LPDU") either as rental or homeownership homes; and

WHEREAS, the development of a lot located at 635 Alto Street has been contemplated through several efforts, beginning in 2009, when the City hosted the "Greenworks Design Competition" which called for designs for a multi-income, multi-unit structure that met all land use and historic code requirements, achieved sustainability metrics as determined by "Green Communities" standards, and was financially feasible to develop, even with the inclusion of two very affordable units; and

WHEREAS, Resolution No. 2010-57 directed staff to move forward with one of the selected designs to solicit architecture and project management services for completing due diligence and architectural drawings for the construction of the structure; and

WHEREAS, the final design was presented and approved by the Historic Design Review Board (Case #H-11-009) in 2011 (the "Project"); and

WHEREAS, the proposed land donation and the Project conform to the City of Santa Fe Five-Year Strategic Housing Plan "Affordable Housing Element", which was adopted in conformance to the Affordable Housing Act by Ordinance No. 2007-23 pursuant to the express statutory authority conferred upon municipalities to enact a housing code in NMSA 1978, Section 3-l 7-6A(8).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, that the City Manager shall create an Evaluation Committee and release a Request for Qualifications that selects a "Qualified Grantee" to develop the Project based on the following criteria:

- Funding Feasibility: the proposed project budget is realistic, funds are leveraged at a 3:1 ratio from other committed funding sources, revenue is sufficient to accomplish the proposed project, and matching funds are secured.

- Need/Benefit and Project Feasibility: the project concept is responsive to current/future market demand and the applicant provides a realistic timeframe for the completion of proposed activities.
- Affordability: the proposed project effectively meets the income eligibility requirements of the New Mexico Affordable Housing Act, and the applicant describes how affordability targets will be achieved and monitored over time for compliance and how equity will be secured.
- Organizational Capability and Management: the applicant adequately demonstrates financial soundness and describes its organizational experience and expertise in this type of housing construction, including work samples and funding commitments.
- Meet Affordability and Design Requirements: the applicant shall agree to build a code-compliant, multi-unit structure that conforms to historic styles guidelines and offers at least five (5) dwelling units that conform to the Low-Priced Dwelling Units ("LPDU") requirements established in SFCC Section 26-3.

BE IT FURTHER RESOLVED based on the above criteria the Evaluation Committee will select a development partner and eventual owner of the lot located at 635 Alto Street, for approval by the Governing Body.

BE IT FURTHER RESOLVED that the City Manager order a real estate appraisal of the property.

BE IT FURTHER RESOLVED that the City Manager develop a Real Estate Donation Agreement and Special Warranty Deed for Governing Body approval imposing a land use restriction, which ensures an affordability period of no less than forty-five (45) years that runs concurrently with any requirements imposed by any other subsidy provider, to be executed upon transfer of the property.

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/635 Alto Street Donation

FIR No. 3335

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **635 Alto Street Development**

Sponsor(s): Mayor Webber, Councilor Vigil Coppler, and Councilor Romero-Wirth

Reviewing Department(s): Office of Affordable Housing, Economic Development Division

Staff Completing FIR: Alexandra Ladd Date: June 7, 2021 Phone: 505-303-9868

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

Reviewed by Finance Director: Alexis Lotero Date: Jun 17, 2021
Alexis Lotero (Jun 17, 2021 16:39 MDT)

Summary:
The Resolution directs staff to complete initial steps for preparing a Request for Qualifications (RFQ) to select a Developer for a City-owned lot located at 635 Alto Street. The objective of the donation is to directly support the affordability of the units built on the site so that they meet the City's definition of a "Low Priced Dwelling Unit" or LPDU as per SFCC 26-2.

Departments Affected:
Office of Affordable Housing, Economic Development Division

Consequences of Not Enacting Legislation:
Not enacting the Resolution means that future development of the site is uncertain.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
There are none.

Fiscal Implications:
The resolution does not require any expenditures. Rather, the fiscal implications are related to the City not collecting revenue or not benefiting from selling the land to a market rate buyer, which is estimated at a total value of: $186,000. This amount is determined by the following factors: the land value of the parcel*, the value of water, and the value of the fees that are waived or reduced (capital impact fees, application, building permits, and utility expansion charges that are entitled to any affordable housing (as per SFCC 18-8.11(G)).**

*The exact value of the City's donation of the lot will be determined by a professional land only real estate appraisal. To determine interim value, staff used a recent appraisal of the property located at 730 Alto Street and multiplied the 730 Alto Street square foot value ($13.32/sq ft) by the size of the lot (10,910 sq ft), which results in a value of $146,000. However, an actual appraisal is likely to yield a much higher value, given the uniqueness of this site (high allowable density in very desirable location).
**The value of fee waivers/reductions is calculated at approx. $8,000/unit X 5 units = $40,000. Waived capital impact fees and application/review fees would add additional value to the fee waiver/reduction so this estimate is a minimum.

Fiscal Impact

_____ 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 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue (ED)	$(146,000)	$	$	NR	
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other – Land Use Fees	$(40,000)	$	$	NR	
Total	$(186,000)	$	$		

Revenue Narrative:

The donation as explained on page 1 is budget neutral but affects possible future revenue generated through selling the land and collecting development and permit fees, as shown above.

Signature: Richard Brown

Email: rdbrown@santafenm.gov

Signature:

Email: agladd@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8k

CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Vigil Coppler, Councilor Romero-Wirth)
A Resolution Donating Property Identified as 635 Alto Street and Resources to a Developer Qualified as a "Grantee" Under the New Mexico Affordable Housing Act for Development of at Least Five (5) Low-Priced Dwelling Units. (Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 955-6346)

Committee Review:
Introduction: 06/09/21
Community Development Commission: 06/16/21
Quality of Life Committee: 06/16/21
Finance Committee: 06/21/21
Public Works and Utilities Committee: 06/28/21
Governing Body: 06/30/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Rivera for discussion. Approved to forward to 6/30/2021 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	EXCUSED		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

m) Request for the Approval of Fiscal Year 2022 Grant Contract in the Total Amount of $304,000 for the Foster Grandparent, Senior Companion, and Retired Senior Companion Volunteer Programs; State of New Mexico Aging and Long Term Services Department. (Anya Alarid, Volunteer Program Manager aalarid@santafenm.gov, 505-955-4744)

Committee	**Review:**
Quality of Life Committee:	06/16/2021
Finance Committee:	06/21/2021
Governing Body: 06/30/2021	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

Request for the Approval of Fiscal Year 2022 Grant Contract in the Total Amount of $304,000 for the Foster Grandparent, Senior Companion, and Retired Senior Companion Volunteer Programs; State of New Mexico Aging and Long Term Services Department. (Anya Alarid, Volunteer Program Manager aalarid@santafenm.gov, 505-955-4744)

Committee Review:
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion. Councilor Garcia moved this item from the consent agenda to the discussion agenda in order to recuse himself due to a professional conflict of interest.

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 (recused)
COUNCILOR CASSUTT	X		

City of Santa Fe, New Mexico
Memorandum

DATE: June 1, 2021

TO: Governing Body
Quality of Life Committee
Finance Committee

VIA: Kyra Ochoa, Community Health and Safety Director
Gino Rinaldi, Senior Services Division Director

FROM: Anya Alarid, Volunteer Program Manager

ITEM AND ISSUE:
Request for the Approval of Fiscal Year 2022 Grant Contract in the Total Amount of $ 304,000 for the Foster Grandparent, Senior Companion, and Retired Senior Companion Volunteer Programs; State of New Mexico Aging and Long Term Services Department; Anya Alarid, Volunteer Program Manager aalarid@santafenm.gov 505-955-4744

BACKGROUND AND SUMMARY:

The Senior Services Department is requesting the approval of the State of New Mexico Aging and Long Term Services Department Contract for the Senior Volunteer Programs. The Grant Award is for the Foster Grandparent, Senior Companion, and Retired Senior Companion Volunteer Programs. The attached Contract reflects the Fiscal Year 2022 awarded appropriations for all three Volunteer Programs starting July 1, 2021. The allocations are as follows; Foster Grandparent Program $85,639, Senior Companion Program $161,461, and the Retired Senior Volunteer Program $ 56,900.

Our Foster Grandparent Program provides opportunities for our senior volunteers to assist children (with special or exceptional needs) in classrooms or Head Starts. The Senior Companion Program arranges for active seniors to visit and assist frail, homebound elderly clients in their homes helping them avoid expensive institutionalization.

CONTRACT NUMBER:
The FY20 Munis contract number is 3202763.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grant/Fund 241
Munis Org Name/Number: Senior Volunteer Programs/2410116

ACTION REQUESTED:
Department Name respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Aging and Long Term Services Department

Procurement Title: FY 22 Senior Volunteer Program Contract

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 Senior Services Staff Name Anya Alarid

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:

Anya Alarid	Program Manager	06/01/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (Jun 8, 2021 12:22 MDT)	Chief Procurement Officer	Jun 8, 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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202763**

Contractor: **State of New Mexico- Aging and Long Term Services Department**

Description: **Administer the Senior Volunteer Programs- Foster Grandparent Program, Senior Companion Program, and the Retired Senior Volunteer Program**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/22**

☐ 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)
The City of Santa Fe, Division of Senior Services has been receiving grant funds from the State of New Mexico over 20+ years to administer the Senior Volunteer Programs.

3. **Procurement History:** _____

Fran Delaway (Jun 8, 2021 12:22 MDT) Jun 8, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Grant to provide Senior Services /13-1-98 A entity to entity Exempt

4. **Funding Source: State of New Mexico** **Org / Object: 2410116/490240**

Andy Hopkins (Jun 8, 2021 12:20 MDT) Jun 8, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#22-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. Compensation.

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $304,000.00 as listed in Attachment 2. 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 Department 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 Department. All invoices MUST BE received by the Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.

C. Contractor must submit a detailed statement accounting for all services performed and expensesincurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Department 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 Department 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 Department shall not incur late charges, interest, or penalties for failure

to make payment within the time specified herein.

D. For purchases funded by state or federal grants to the Contractor, if the Contractor has not receivedthe funds from the federal or state funding Department but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tenderedto the Contractor within five working days of receipt of funds from that funding Department.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT. This Agreement shall terminate on **June 30, 2022,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. 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. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement.

B. Notice: Department Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Department 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 Department 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 Department; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department'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 Department's other legal rights and remedies caused by the Contractors default/breach of this Agreement.

D. Termination Management. Immediately upon receipt by either the Department 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 Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department 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 Department upon termination and shall be submitted to the Department as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Department 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 Department and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

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 Department. 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 Department.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department 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. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluationcriteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department 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 Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

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 Department proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Department.

19. 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 Department, the Department of Finance and Administration and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments. If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

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 limitation of the New Mexico Tort Claims Act.

21. New Mexico Tort Claims Act

Neither the City nor the Department waive the privileges and immunities 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.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department: Richard Rodriquez, Program Coordinator
Aging and Long-Term Services Department
2550 Cerrillos Rd
Santa Fe, NM 87505

To the Contractor: City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Katrina Hotrum-Lopez, Cabinet Secretary
Aging and Long-Term Services Department

By: _____ Date: _____
Sarah Jacobs, Chief Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Valerie Garcia, Chief Financial Officer
Aging & Long-Term Services Department

By: _____ Date: _____
Mayor, Alan M. Webber

By: _____ Date: _____
Kristine Bustos-Mihelcic, City Clerk

By: Marcos Martinez Date: Jun 8, 2021
Marcos Martinez (Jun 8, 2021 09:26 MDT)
Marcos Martinez, Senior Assistant City Attorney

By: _____ Date: _____
Mary McCoy, Finance Director

Attachment 1

SCOPE OF WORK

ALTSD Contract # 22-624-4000-0024
Between
New Mexico Aging & Long-Term Services Department and
CITY OF SANTA FE

A. SCOPE OF WORK

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, "Services" is defined as the Foster Grandparent Program, the Senior Companion Program, and the RSVP. Descriptions and authorizations for the Services are set forth, below. The Services should produce results that support ALTSD's mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home and contributing to the community.

1. Services provided for under this Contract are as follows:

    a. The **Foster Grandparent Program (FGP)** is authorized under Title II, Part B, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental or emotional problems of children, less than 21 years of age, with special or exceptional needs.

    b. The **Senior Companion Program (SCP)** is authorized under Title II, Part C, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to older adults with health and functional limitations to enable them to remain as independent as possible in their own homes.

    Both the **Foster Grandparent Program (FGP)** and the **Senior Companion Program (SCP)** engage persons aged 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs and provide a high-quality experience to enrich the lives of the volunteers.

    c. **RSVP** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. RSVP is authorized under Title II, Part A, of the Domestic

Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older to engage in volunteer activities designed to meet critical community needs.

2. POPULATIONS TO BE SERVED

The Contractor shall be responsible for the provision of Services as follows:

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, in order to maintain or improve the children's health status and psychosocial functioning.

2. **SCP** volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.

3. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in: Santa Fe County; which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

1. Program Requirements:

   a. The Contractor must be designated as an official Senior Corps program through the federal AmeriCorps Seniors (formerly known as Corporation for National and Community Service) in the designated Service Area.

   b. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.

   c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and AmeriCorps Seniors federal statutes, regulations, and guidelines applicable to each of the Services.

   d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to management, supervision, service provision coordination, accounting, data collection and reporting.

   e. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health

care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

f. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and activities by which each volunteer will be measured as well as documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of a volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.

g. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees, as mandated by AmeriCorps Seniors prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.

h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by AmeriCorps Seniors program guidelines as required in the federal program regulations.

i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers in accordance with the AmeriCorps Seniors handbook. The Contractor shall provide to the Department all AmeriCorps Seniors required paperwork and forms within 5 days of the Department's written request.

j. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the AmeriCorps Seniors program handbook and incoordination with its Advisory Council. Recognition events shall be provided as resources permit but in no event less than one time a year, without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition events and attendees in its bi-annual report to the Department.

2. <u>Performance Measures/ Fiscal Requirements</u>:

i. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

ii. The Contractor shall submit to the Department on a monthly basis an invoice for reimbursement. The invoice for reimbursement shall be due the 12th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as required by the Department each year. Every third monthly invoice must reflect at least the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All invoices for reimbursement must include supporting documentation from the entity's accounting system.

iii. The Contractor shall submit to the Department, as required by the Department at its sole discretion, any Budget Adjustment Request(s) (BARs) for review and approval.

iv. The Contractor shall provide records, reports, and other documents as directed and/or access to Department staff of any written request from the Department.

3. Performance Measures/ Reporting Requirements:

a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using a standardized reporting template provided by the Department. The due dates for the reports are as follows:

1. **February 1st for the period July 1–December 31**
2. **August 1st for the period January 1– June 30**

b. The Contractor shall submit quarterly volunteer data reports for the contract year utilizing the Quarterly Data template provided by the Department. Each report is due no later than the 15th of the month following the end of the quarter for which data is being reported.

c. The Contractor shall submit a copy of the current Progress Report Supplement for funded program(s) as required by AmeriCorps Seniors to the Department by December 1.

d. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms, and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. DEPARTMENT OVERSIGHT

1. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, at the sole discretion of the Department, to evaluate progress, identify

best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies.

2. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, and which may include desk reviews of fiscal and programmatic documentation, and may include on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractors program and fiscal records (both electronic and hard copy).

3. The Department shall disburse funding to the Contractor, upon receipt of complete and accurate invoice and supporting documentation. The Department shall determine at its sole discretion whether the request for reimbursement is sufficiently complete and accurate to permit disbursement of funds.

4. Department staff shall review and certify at its sole discretion all Contractor requests for payment.

5. The Contractor authorizes the Department, the federal government, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state or federal government terms and/or to evaluate the Contractor's performance.

5. SERVICE PROVISION

1. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations and AmeriCorps Seniors funding formula for each respectiveprogram as the operating standards for state funded projects. The Services are intended tobenefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative. Volunteer stipends are paidat $3.00 per hour. RSVP does not provide stipends or allowance to volunteers.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

a. **Foster Grandparent Program (FGP)**: Recruit and place a minimum of 13 VSY's in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 13,572 hours of service during the contract period.

The goals of FGP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

b. **SCP**: Recruit and place a minimum of 25 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 26,100 hours of service during the contract period.

The goals of SCP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

c. **RSVP**: Recruit and place a minimum of 400 volunteers in community placements in Santa Fe County, to provide a minimum of 100,000 hours of service during the contract period.

The goals of RSVP are to:
Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

Attachment 2
BUDGET

Contract # 22-624-4000-0024
CITY OF SANTA FE
Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract is to provide funding for FY22 as follows:

PROGRAM	AMOUNT
Foster Grandparent Program	$85,639.00
Senior Companion Program	$161,461.00
RSVP	$56,900.00

The total amount payable under this Contract shall not exceed $304,000.00.

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

n) Request approval of contract with the National Fitness Council, LP. in the amount of $195,560.94 including NMGRT to purchase equipment exclusive Keith Haring artwork fitness equipment and Request Approval of BAR in the amount of $250,000.00 from Neighborhood Parks Impact Fees to Parks Construction for the purchase and installation of fitness equipment for SWAN Park. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 505-955-6840)

Committee	**Review**:
Finance Committee:	06/21/2021
Public Works and Utilities Committee:	06/28/2021

Governing Body: 06/30/2021Request for the Approval of Fiscal Year 2022 Grant Contract in the Total Amount of $304,000 for the Foster Grandparent, Senior Companion, and Retired Senior Companion Volunteer Programs; State of New Mexico Aging and Long Term Services Department. (Anya Alarid, Volunteer Program Manager aalarid@santafenm.gov, 505-955-4744)

Committee	**Review:**
Quality of Life Committee:	06/16/2021
Finance Committee:	06/21/2021

Governing Body: 06/30/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **May 10, 2021**

TO: **Public Works Committee, Finance Committee, and City Council**

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

FROM: **Melissa McDonald, Acting Parks Department Director** MAM

ITEM AND ACTION:
Approval of contract with the National Fitness Council, LP. in the amount of $195,560.94 including NMGRT to purchase equipment exclusive Keith Haring artwork fitness equipment, and approval of BAR in the amount of $250,000.00 from Neighborhood Parks Impact Fees to Parks Construction for the purchase and installation of fitness equipment for SWAN Park. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 505-955-6840)

SUMMARY:
Santa Fe Arts and Culture Department and the Parks and Recreation Department collaborated on an application to the National Fitness Campaign for the Fitness Court with exclusive Keith Haring artwork. The Fitness Court is integrated outdoor fitness equipment designed for adults of all ages and abilities, fully accessible and it is digitally activated with the free Court App. Santa Fe is one of ten cities selected to receive this one of a kind fitness equipment, and we are trying to be the first in the United States to purchase, and install the equipment.

Requesting approval to purchase distinctive exercise equipment to be installed at SWAN Park, a regional park with neighbors such as Tierra Contenta, Capitol High, the Southside Library, and lower Agua Fria. This colorful, inspiring, and high-impact equipment not only adds functional public art to SWAN Park, it also provides a time-tested, world-class fitness experience for the residents. Connected to a free app that guides participants through fun and appropriate workouts, the equipment encourages diverse populations to get fit and stay healthy. The SWAN site selected for the equipment will reduce turf maintenance issues and water-consumptive spray irrigation in an odd-shaped section of the park.

The impact fees were approved for the project by CIAC and will pay for all site preparation and installation costs including laying a slab for the equipment. If approved, installation could be scheduled for July 2021.

PROCUREMENT METHOD:
The procurement method is Sole Source, approved by Purchasing on May 6, 2021. This contract will expire in one year from execution of contract.

CONTRACT NUMBER:
The FY21 Munis contract number is 3202660

BUDGET:
FY21 BAR from Neighborhood Parks Impact fee to Parks CIP Construction
Project String: PRKSREC
Munis Org Name/Number: 3559980

Munis Object Name/Number: 572970
SCHEDULE:
Public Works committee: 05/24/2021
Finance Committee: 06/01/2021
City Council: 06/09/2021

ATTACHMENTS:
NFC Contract
NFC Proposal
BAR
Location Map
Sole Source Packet and Approval
City of Santa Fe Business License
Summary of Contract
Procurement Checklist

Item#_____
Munis Contract# 3202660

City of Santa Fe Contract
For Goods

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the"City" , and National Fitness Campaign, LP. 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 National Fitness Campaign, LP. "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:

Produce and deliver fitness court including installation kit with all art production, and art license to the City of Santa Fe as shown on attached Exhibit "A".

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 Fitness Court and National Campaign Resources Installation Kit With Public Art License and Art Production		$178,500.00
02 Freight, Packing and Insurance for Shipment		$2,000.00
03 NMGRT on 01 Fitness Court Package		$15,060.94

The total compensation under this Agreement shall not exceed $195,560.94 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 06-30-2022. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-

contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any

and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

2) replace or modify the product or service so that it becomes non-infringing; or,

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

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

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

41. **Notification**

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

To the City:

Curt E. Temple, Facilities Project Administrator
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87505
cetemple@santafenm.gov
(505) 795-2439

To the Contractor:

Trent Matthias, Director
National Fitness Campaign
P.O. Box 2367
San Francisco, CA 94126
trent@nfchq.com
(540) 521-5842

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:

_____
JAREL LAPAN HILL,
CITY MANAGER

DATE:_____

CONTRACTOR:
National Fitness Campaign

See Next Page
TRENT MATTHIAS,
DIRECTOR

DATE:_____

CRS# 03456298001

Registration # 21-229740

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 29, 2021 15:39 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Org/Obj# 3559980.572970

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:

_____
JAREL LAPAN HILL,
CITY MANAGER

DATE:_____

CONTRACTOR:

_____
TRENT MATTHIAS,
DIRECTOR

DATE: 5.4.21

CRS# 03456298001

Registration # 21-229740

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Org/Obj# 3559980.572970 AJH
AJH

EXHIBIT “A”

QUOTE

Melissa McDonald
PO Box 909
SANTA FE NEW MEXICO 87504

Date
Mar 25, 2021

Expiry
Jul 1, 2021

Quote Number
QU-0558

National Fitness Campaign LLC
For all questions regarding this quote, contact: info@nfchq.com

Description	Quantity	Unit Price	Tax	Amount USD
Fitness Court and National Campaign Resources - Includes Official Installation Kit Keith Haring Fitness Court License -5 Year Official Public Art License -Original Keith Haring Art Production 400 sq ft -Customization for Integration of Local Partner	1.00	178,500.00	8.4375%	178,500.00
Freight, Packing and Insurance for shipment	1.00	2,000.00	Tax Exempt	2,000.00
			Subtotal	180,500.00
		TOTAL SANTA FE NEW MEXICO	8.4375%	15,060.94
			TOTAL USD	**195,560.94**

Terms

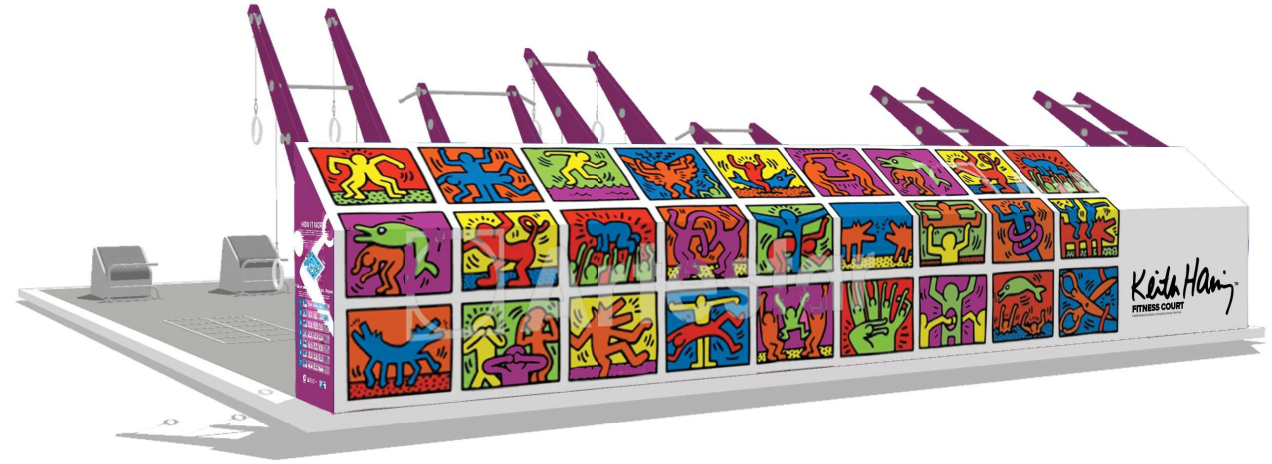
1. PAYMENT TERMS
Purchaser will pay Seller 100% of the Purchase Price within 30 days of the Delivery Date. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties.
2. TAX EXEMPTION

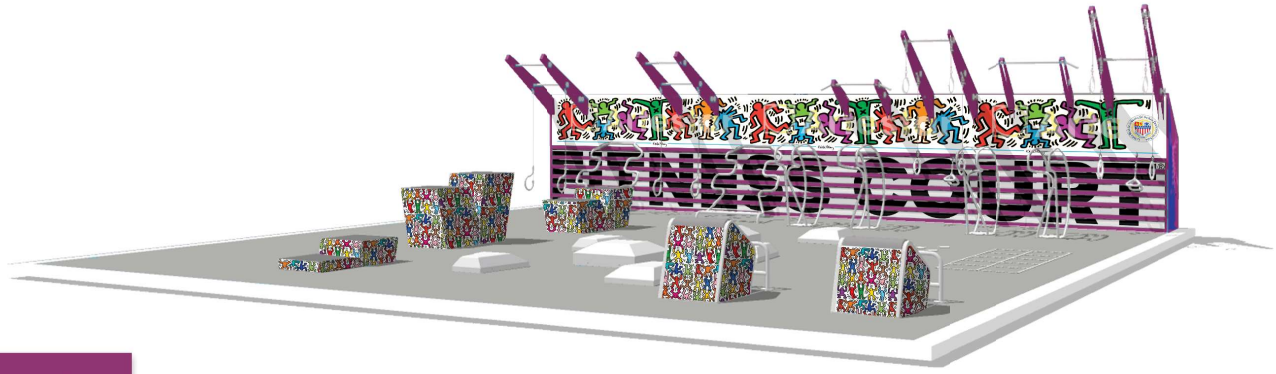
This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.

SANTA FE, NM - KEITH HARING FITNESS COURT

NATIONAL FITNESS CAMPAIGN DESIGN SERVICES

RAL 4006 Traffic Purple





NATIONAL FITNESS CAMPAIGN

NATIONALFITNESSCAMPAIGN.COM
(415) 702-4919 | BRIANNAHM@NFCHQ.COM

Santa Fe, NM

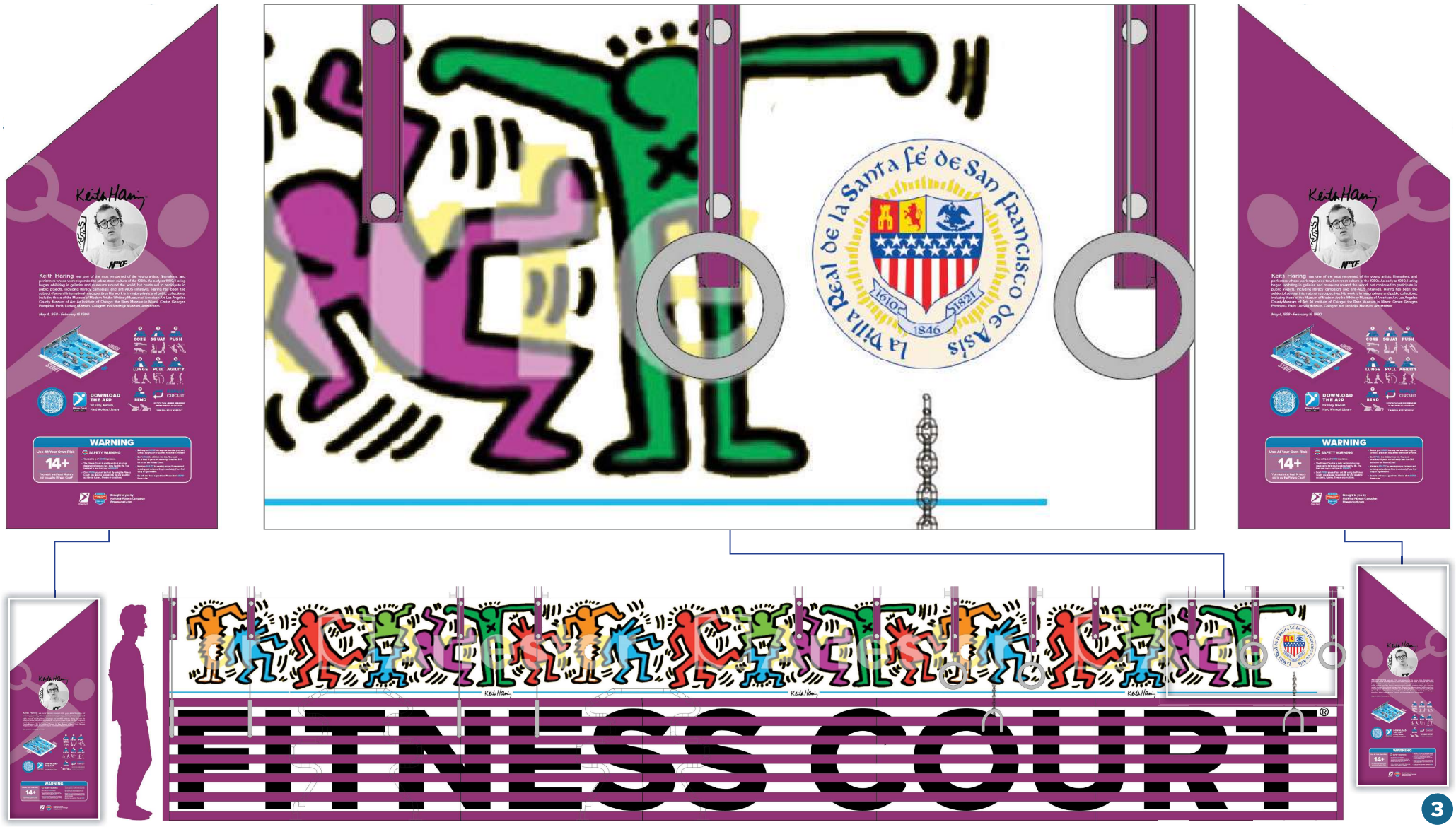
03/04/2021



Santa Fe, NM

03/04/2021

FRONT AND SIDE DETAILS



Santa Fe, NM

03/04/2021

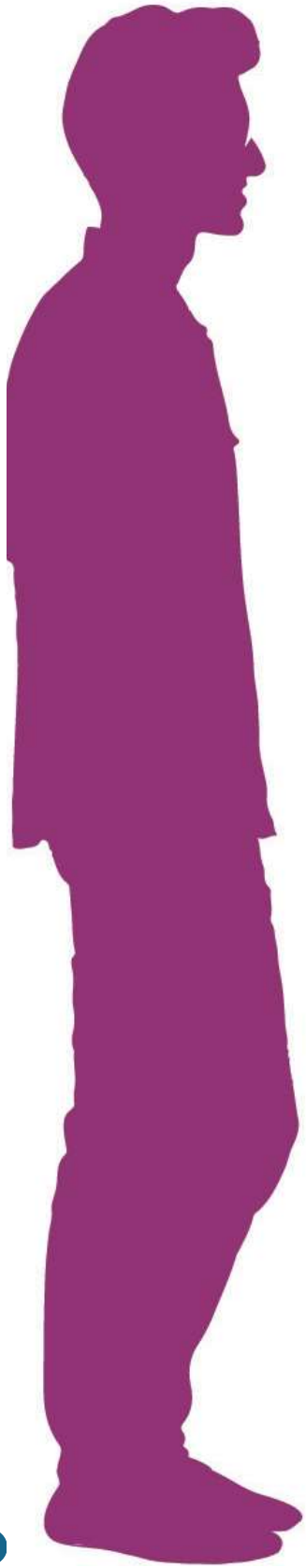
LEFT SIDE WALL



Santa Fe, NM

03/04/2021

RIGHT SIDE WALL





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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Parks and Trails Division	4/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3559980	572970	PRKSREC	250,000.00	
Neighborhood Parks Impact Fees transfer to PRKSRE	2324150	760355		250,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
transfer from capital impact fees to PRKSREC	3559980	660232		(250,000.00)	
				0	

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

To reallocate capital impact fees to WIP construction for fitness equipment as approved at CIAC 1/26/21.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/ (Decrease)
232	(250,000)
TOTAL:	**0**

De Alva Calabaza 4/15/21
Prepared By *{print name}* Date

Melissa A. McDonald
Melissa A. McDonald (Apr 19, 202109:49 MDT)
Division Director Signature *{optional}* Date

Regina Wheeler (Apr 19, 2021 11:00 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Apr 19, 2021 15:49 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
TUESDAY, JANUARY 26, 2021, 1:30 PM
ATTENDED VIRTUALLY

1. CALL TO ORDER

The meeting of the Capital Improvements Advisory Committee, attended virtually, was called to order by Chair John Hiatt at 1:30 pm, Tuesday, January 26, 2021.

ROLL CALL

MEMBERS PRESENT
John B. Hiatt, Chair
Brian Lewis
Issac Pino
Kim Shanahan
Marshall Thompson
(3 vacancies)

MEMBERS ABSENT

OTHERS PRESENT
Noah Berke, Land Use Department
Carlos Gemora, Land Use Department
Melessia McDonald, Public Works Department/Parks Department
Sally Perez, Assistant City Attorney
Regina Wheeler, Director, Public Works Department
Romella Glorioso-Moss, Public Works Department
John Munoz, City of Santa Fe
Pauline Kamiyama, Director, Arts and Culture Department
Elizabeth Martin, Stenographer

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

3. APPROVAL OF AGENDA

MOTION A motion was made by Mr. Lewis, seconded by Mr. Shanahan, to approve

the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

4. APPROVAL OF MINUTES NOVEMBER 17, 2020

MOTION A motion was made by Mr. Pino, seconded by Mr. Lewis, to approve the minutes of November 17, 2020 as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

5. ACTION ITEMS

A. REQUEST APPROVAL OF UP TO $250,000 OF PARKS IMPACT FEE FUNDS FOR RECREATIONAL FITNESS EQUIPMENT TO BE INSTALLED IN THE CITY OF SANTA FE'S REGIONAL PARK(S).

Ms. McDonald reviewed the packet information.

MOTION A motion was made by Mr. Marshall, seconded by Mr. Lewis, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

B. REQUEST APPROVAL FOR THE USE OF UP TO $750,000 OF ROADS IMPACT FEE FUNDS FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT MONTEZUMA AVENUE AND SANDOVAL STREET.

Ms. Wheeler stated that as described in the packet, this intersection is near the new County Courthouse. This request adds pedestrian facilities.

Mr. Pino asked if it will effect the City offices and the VFW.

Ms. Wheeler said no, a right of way acquisition is required.

MOTION A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to

approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

C. REQUEST APPROVAL FOR UP TO $54,000 OF ROADS IMPACT FEE FUNDS TO BE USED AS MATCHING FUNDS PER THE MUNICIPAL ARTERIAL PROGRAM FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT AGUA FRIA STREET AND SOUTH MEADOWS.

Ms. Wheeler clarified that the $54,000 would be used as matching funds for funding received from NMDOT.

MOTION A motion was made by Mr. Pino, seconded by Mr. Marshall, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

D. REQUEST APPROVAL FOR UP TO $546,814 OF ROAD IMPACT FEE FUNDS TO BE USED FOR THE CONSTRUCTION OF SIGNAL IMPROVEMENTS AT THE INTERSECTION OF RICHARDS AVENUE, BECKNER ROAD AND MISSION BEND. THIS REQUEST REPLACES AN EARLIER CIAC APPROVAL FOR THE USE OF UP TO $500,000 IN ROADS IMPACT FEE FUNDS AND IS COMPRISED OF UP TO $336,814.04 OF WAIVED IMPACT FEES FOR AN ASSOCIATED DEVELOPMENT MANAGED BY VILLA SENDERO, LLC AND UP TO $200,000 OF ADDITIONAL ROADS IMPACT FEE FUNDS TO BE ALLOCATED AS NEEDED TOWARDS THE CONSTRUCTION OF THE PROJECT.

Ms. Wheeler said this intersection is in need of improvements for traffic flow and safety. We have negotiated with the developer and they will install the improvements.

Mr. Gemora said CIAC already approved $500,000. The cost is a bit more now and we are asking for $536,814 rather than the original $500,000. The number is incorrect on the agenda. The correct number if $536,814.

MOTION A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to approve the request.

DISCUSSION Mr. Shanahan asked about the waiver of fees as part of the

agreement.

Ms. Paez said it is a credit. We have the draft impact fee agreement in the packet. It requires Council approval.

Mr. Shanahan said this has been done before in the Las Soleras project.

Ms. Paez explained that this is not as complicated as Las Soleras was. We have the development plan and know the assessments. We think we have adequate protection in the project.

Mr. Berke said this development is outside of the Las Soleras area. They will be credited the amount of the engineer's estimate.

Mr. Shanahan said he wanted to make sure we all know to keep an eye on this. In the past we got a spreadsheet with addresses, owners names and the amount of impact fees paid. He would like to see that again.

Chair Hiatt asked Mr. Gemora and Mr. Berke to look into if that spreadsheet could be reinstated. It is not on the agenda to explore.

VOTE The motion passed by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

E. REQUEST TO RECOMMEND AMENDING TABLE 80. PLANNED MAJOR ROAD IMPROVEMENTS, OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027 TO EXPAND ADDITIONAL IMPROVEMENTS AT THE SOUTHSIDE TRANSIT CENTER FROM THE APPROVED MAXIMUM ESTIMATED COST OF $500,000 TO A MAXIMUM ESTIMATED COST OF $1,000,000.

Mr. Gemora said we have a memo in the packet regarding the additional funds. The maximum allowed in the plan not is $500,000. They are looking at around $850,000. We are asking to go back and amend the amount to $1 million as the maximum eligible expense. Item F requests the $850,000.

Ms. Wheeler explained that the memo in the packet talks about a roundabout. That was selected as the best and safest approach to go with.

MOTION A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approve the request.

VOTE The motion passed unanimously by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

F. REQUEST APPROVAL OF UP TO $850,000 OF ROADS IMPACT FEE FUNDS BE USED FOR IMPROVEMENTS RELATED TO THE SOUTHSIDE TRANSIT CENTER AND THE ASSOCIATED ROAD AND ROUNDABOUT IMPROVEMENTS ON CAMINO ENTRADA.

Mr. Gemora said the estimate is $842,000. We are asking for up to $850,000 to be allocated and used as the maximum expenditure in the IFCIP.

MOTION A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approved the request.

VOTE The motion passed by roll call vote as follows;

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

6. STAFF COMMUNICATIONS

A. UPDATE REGARDING APPROVAL OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027

Mr. Gemora announced that the Governing Body had approved the IFCIP for 2021-2027. He has sent the final approved Plan to the Committee. It is required by the State to pass another Plan in five years to review and make sure we are on track.

Chair Hiatt thanked Mr. Gemora for all his work.

Mr. Shanahan stated the Council votes on a Bond every two years. Going forward when will the Council consider a Bond request and for how much.

Mr. Berke said that is unrelated to this issue. We will be discussing that issue when we move to Matters From The Floor.

Chair Hiatt thanked Mr. Berke.

B. FY2020-21 Q1 FINANCIAL UPDATE AND FUTURE EXPECTATIONS.

Mr. Gemora reported that he did receive the Q1 data for FY 20-21 from the Finance Department. It sounded like it may be difficult to get continued information from them. They are quite constrained. We may have to use other avenues to get the information we need.

Chair Hiatt said we have the 3% administration fee fund. Would that be helpful

in your efforts to get the information.

Mr. Gemora said Director Issacson has a plan to use that in the next fiscal year.

Mr. Shanahan said this is outrageous. Supposedly we are better at this stuff than we were four years ago. The thought that they cannot produce quarterly collections is truly insane.

Chair Hiatt stated that he agreed that it is outrageous. He is concerned as well. You are not sure Eli is going to authorize the spending of the administrative funds to help staff get what we need.

Mr. Marshall agreed.

Mr. Shanahan said it may not be an issue of money.

Chair Hiatt said the Committee could do a letter to Eli. Carlos could work on it with the Chair.

Mr. Gemora said he did not want to speculate.

Mr. Berke informed the Committee that Carlos is working extensively on this. He will put it in writing and give it to those making the decision.

Chair Hiatt said we will take that under advisement.

Mr. Pino said having fired two Finance Directors during his time he is wondering why we are having such a difficult time with Finance that is causing everyone to have to work around them. It is time to deal with the problem.

Mr. Lewis commented that this is very frustrating.

Chair Hiatt asked Mr. Gemora to call him to discuss this issue.

Mr. Gemora stated that there are is a massive amount of vacancies in Finance. They are trying to keep their head above water. It is a lot to think about. Your concern is well noted. He asks that you be sensitive to the concerns with the City.

7. MATTERS FROM THE FLOOR

Ms. Wheeler said Tierra Contenta Phase 3 and the road have been discussed. It is her understanding that they will not be considered this year. The GRT is 20% less than past years. We have two large outstanding requests. That and affordable housing.

Chair Hiatt said he is Chair of the Housing Trust. We have engaged Jennifer Jenkins to move forward with an amendment regarding Tierra Contenta. We want to renew our request to you to keep us included. We are thinking about different ways of funding. It is not over.

Mr. Shanahan asked is there to be no vote in Council on a Bond for 2022.

Ms. Wheeler responded we were confident that there would be a Bond and now we are not confident. We will watch GRT for a time. We will not make this fiscal year for a Bond.

Mr. Shanahan said the Santa Fe Housing Coalition is meeting to decide if they want to go all in with a GO Bond to be voted on. In November there is a Municipal election. That is why he is asking.

Ms. Wheeler said a GRT Bond is easier and more likely than a GO Bond. They should probably think about a later GRT Bond. A GO Bond is an increase in taxes. That is not palatable to residents.

Mr. Shanahan said he is talking specifically about the Housing Trust.

Ms. Wheeler said there was talk about a $20 million GRT bond with affordable housing, the road, Tierra Contenta and other items. Something we could look at is a smaller Bond for affordable housing.

Chair Hiatt said a GO Bond is not likely.

Ms. Wheeler said it is not as palatable in an election year. GRT is a lot easier.

Chair Hiatt stated that he is anxious to hear continued reports on this.

8. MATTERS FROM THE COMMISSION

MEMBERSHIP UPDATES - RESIGNATIONS AND REAPPOINTMENTS

Chair Hiatt said he is leaving.

Mr. Gemora said his assumption was that this is the Chair's last meeting. The City will have to appoint an entire Committee.

Ms. Paez said the Chair can serve until his replacement is appointed.

Chair Hiatt said he would do that.

Mr. Shanahan said it is the Mayor and two City Councilors who need to do something. "Chair would you ask them to get off their ass and get it done."

Mr. Gemora said Ms. Alt has resigned so it is Mayor Webber, Councilor Lindell, Councilor Villarreal and Councilor Abeyta who need to make appointments.

Chair Hiatt will make those calls.

Mr. Gemora said four are returning though the reappointment process. With the Chair leaving that opens up the Councilor Garcia position.

Mr. Berke said it is a Councilor Cassutt-Sanchez or Councilor Vigil Coppler appointment.

There was a discussion about appointments and requirements.

ELECTION OF AN INTERIM CHAIR AND VICE CHAIR

Chair Hiatt suggested that this item be postponed to the next meeting.

Mr. Shanahan stated that if any members have suggestions as to new members pass them on to the Chair.

9. ADJOURN

There being no further business before the Committee the meeting adjourned at 2:55 pm.

_____
John B. Hiatt, Chair

_____
Elizabeth Martin, Stenographer

BAR fitness equipment CIAC 012621 three

Final Audit Report 2021-04-19

Created:	2021-04-19
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA3mf7lateni2bMlfzjxcgCtwTS_Dvgzy2

"BAR fitness equipment CIAC 012621 three" History

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Exhibit C: Location



City of Santa Fe, New Mexico
Memorandum

DATE: **March 22, 2021**

TO: **Frances Dunaway, Chief Procurement Officer**

FROM: **Melissa McDonald, Parks Division Director** MM

SUBJECT: **Sole Source Procurement Request**

ITEM AND ISSUE:

The Parks Division respectfully requests sole source procurement to be approved by the City's CPO, Frances Dunaway. The purchase is between National Fitness Council and the City of Santa Fe Parks Division for the purchase of unique, one of a kind art design fitness equipment to be placed in SWAN Park. This purchase conforms to the Art in Public Places (AIPP) requirement dictated by City ordinance.

The City of Santa Fe follows the New Mexico State Procurement code.

SUMMARY:

This purchase meets NM Statute§ 13-1-126 (2016) Sole Source Procurement.

A. A contract may be awarded without competitive sealed bids or competitive sealed proposals regardless of the estimated cost when the state purchasing agent or a central purchasing office determines, in writing, that:
(1) There is only one source for the required service, construction or item of tangible personal property;

(2) The service, construction or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and

(3) Other similar services, construction or items of tangible personal property cannot meet the intended purpose of the contract.

Proposed Contract Purchase Amount: $180,500.00 **Term: 1 year from execution of contract**

ACTION REQUESTED:

Exemption Approved

Fran Dunaway

Fran Dunaway (Apr 6, 2021 [illegible]:57 MDT)

Frances Dunaway, Chief Procurement Officer

SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - (*) must be completed.

***Date** 03/03/2021

***Prepared By** Melissa McDonald ***Title** Acting Parks Director

***Vendor Name** National Fitness Campaign LP

***Address:** PO Box 2367

***City:** San Francisco ***State:** CA ***Zip Code:** 94126

***Description of Goods/Service to be procured:**

***Estimated Cost:** $180,500.00

Term of Contract: (One (1) year from award) 1 year from approval

***Sole Source Request Justification Questions 1-3.**

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

Purchase is needed to increase the Wellness, Healthy Infrastructure, and Public Art availability to Santa Fe citizens on the South side, with providing cutting edge fitness options at SWAN Park, along with a visually appealing work of art. This purchase will increase the quality of life for residents using SWAN Park.

In 2021, ten cities in ten states were selected to curate one-of-a-kind Keith Haring Fitness Courts in public spaces, uniting the power of art and fitness outdoors. Each Keith Haring Fitness Court is a precision crafted work of art, fully functional. Once a design is selected, it is reserved and produced as a one of one work of public art.

A Comprehensive Wellness Program
The Campaign is a collection of resources and services designed to activate, encourage and support participation in outdoor fitness activities. The campaign is separated into two stages: Healthy Infrastructure & Campaign Services. All Cities awarded in the program receive all products, tools and services.

21st Century Healthy Infrastructure
National Fitness Campaigns Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!

Keith Haring Fitness Court Collection Public Art
Limited Edition, Interactive, Outdoor Public Art
As the Outdoor Fitness Court network grows across America, NFC is pleased to present the 2021 Fitness Court Signature Series featuring Keith Haring. This one-time only, exclusive curated collection developed in collaboration with the Keith Haring Foundation in New York will unite art and fitness in iconic public spaces across America.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

[X] **The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**

[ ] **Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract*.**

National Fitness Campaign LP is a unique consulting firm that forms partnerships with public and private organizations to impact quality of life through changing the built environment and community wellness practices. NFC's 2021 Keith Haring initiative provides design and planning services, an outdoor infrastructure product with integrated public art license, and recreational programming tools to ten unique cities nationwide who have applied to become partners and have been selected for participation. This particular campaign program is invitation only, and Limited to leading cities in America.
This program is highly specialized, and NFC is the only organization in the world that delivers these elements as part of an integrated program. For the reasons listed below, this program is approved for sole sourcing across the United States.
Unique services and products include, but are not limited to: Licensed Keith Haring Artwork, the trademark ownership of the Fitness Court® system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding. Additional details, including a specification of this program, as well as examples of the consulting services and tools are included in an appendix to this letter.

3. **Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

This is a very specific exercise campaign by producing licensed artwork on the equipment that is only licensed by the National Fitness Campaign, LP. Only certain Cities in America will qualify for the exercise equipment produced by NFC. The exercise equipment is a proprietary product produced and licensed only by NFC, and not available from any other vendor due to the specific design of the equipment including the licensing of the artwork included with the design. This equipment will be installed at SWAN Park. We have looked on the internet for vendors of the same type of fitness stations that combine fitness, and visual art. To date there are no other vendors to obtain quotes from, for this type of project.

***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway
Fran Dunaway (Apr 6, 2021 09:57 MDT)

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. ***This Sole Source determination will be valid for a period of one (1) year from the date of the award.***

Fran Dunaway
Fran Dunaway (May 6, 2021 15:07 MDT)

May 6, 2021

Fran Dunaway, CPO **Date**
Purchasing Officer for the
City of Santa Fe

****Required Attachments:***

****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
****Quote from sole source Contractor***
****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | info@nfchq.com

February 23rd, 2021

Keith Haring Campaign: Sole Source Letter- City of Santa Fe, New Mexico

Dear Frances A. Dunaway, CPO

National Fitness Campaign LP is a unique consulting firm that forms partnerships with public and private organizations to impact quality of life through changing the built environment and community wellness practices. NFC's 2021 Keith Haring initiative provides design and planning services, an outdoor infrastructure product with integrated public art license, and recreational programming tools to ten unique cities nationwide who have applied to become partners and have been selected for participation. This particular campaign program is invitation only, and limited to leading cities in America.

This program is highly specialized, and NFC is the only organization in the world that delivers these elements as part of an integrated program. For the reasons listed below, this program is approved for sole sourcing across the United States. Unique services and products include, but are not limited to: Licensed Keith Haring Artwork, the trademark ownership of the Fitness Court® system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding. Additional details, including a specification of this program, as well as examples of the consulting services and tools are included in an appendix to this letter.

1. ***Professional Planning and Design Services***

    a. *City-wide feasibility study*
        i. *Pedestrian infrastructure usage data analysis*
        ii. *Socio-economic analysis*
        iii. *Park and Trail network analysis*
        iv. *Synthesis mapping and workshop to confirm site feasibility*
    b. *Site Design Consulting*
        i. *NFC Professional Staff aids in site specific design*
            1. *Schematic Plans*
    c. *Construction Management Consulting*
        i. *NFC Staff aids in completion of successful project construction and installation*
            1. *Selection of appropriate vendors*
            2. *Assistance for local installation teams*

2. ***Infrastructure Product: Keith Haring Fitness Court®***

   a. The Fitness Court® is trademarked and owned by National Fitness Campaign LP.
   b. *See Appendix for Trademark Documents from the United States Patent and Trademark Office*
   c. The Fitness Court® is a comprehensive outdoor circuit training system that supports 28 simultaneous users on 30 integrated bodyweight training components. The Fitness Court® provides seven-movement training modules for adults of every age and fitness level. The system is integrated with a sports floor to simulate the indoor gym experience. A 32 'x 6' x 2' steel bodyweight training wall provides users with thousands of exercise combinations.
   d. A digital engagement wall is provided to build and track usage.

   e. Keith Haring Art License

      i. The Keith Haring Art license provides a one-of-a-kind mural and integrated art installation as part of the Fitness Court. Only ten licenses are available in America. Each piece is a one of one limited edition, and will only be produced one time, ever. The Keith Haring Fitness Courts® are only available in 2021.
      ii. This program is approved by the Keith Haring Foundation and licensing partner Artestar, a global licensing agency and creative consultancy representing high-profile artists, photographers, designers and creatives.
      iii. The licensed art integrated in this program alone does not exist through any other organization. It is integrated into the Fitness Court®, the infrastructure product trademarked and only available through National Fitness Campaign's partner program, further differentiating this unique offering, which is unavailable from any other organization in the world.
      iv. See appendix for Keith Haring Collection and executive summary.

3. National Campaign Resources

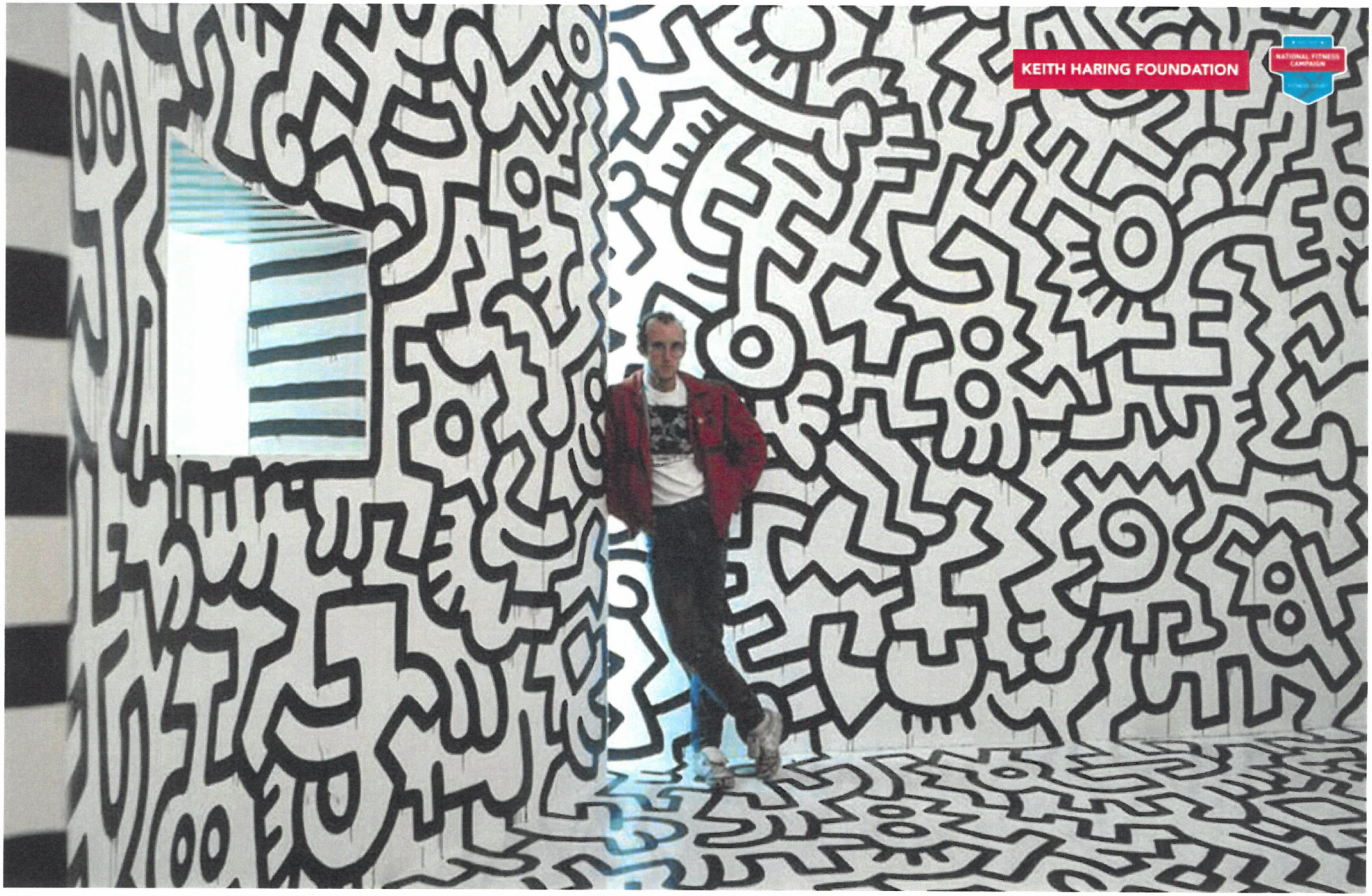
   a. The National Campaign Resources includes a suite of tools, programs and initiatives that assist cities and schools in activating and programming the infrastructure product. *(See specifications document for more information)*

i. Fitness Court® Mobile App and Digital Training System
ii. American Council on Exercise Certified Ambassador Training Program
iii. Launch Announcement Kit and Press Services
iv. Fitness Season Annual Programming
v. Annual usage demographics and analysis reports

No other vendor, distributor or organization makes these materials available for procurement by cities and schools. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,

Mitch Menaged, *Founder and Director*
National Fitness Campaign LP



FITNESS COURT
Signature Series
FEATURING

Keith Haring™



FITNESS COURT Signature Series

Keith Haring Fitness Court® Collection

Limited Edition, Interactive, Outdoor Public Art

As the Outdoor Fitness Court® network grows across America, NFC is pleased to present the 2021 Fitness Court® Signature Series featuring Keith Haring. This one-time only, exclusive curated collection developed in collaboration with the Keith Haring Foundation in New York will unite art and fitness in iconic public spaces across America. One hundred cities of all sizes that demonstrate a commitment to both arts and wellness infrastructure have been selected to learn about this unique program. Ten cities who succeed in qualifying and applying for the program will be selected nationwide to curate this collection, with one license available per state.

Participation in NFC's Signature Series is by Invite Only.

INVITE ONLY EXCLUSIVE

2021 SIGNATURE SERIES

KEITH HARING FITNESS COURTS®

FITNESS COURT
Signature Series

ARTIST PROFILE

Keith Haring



KEITH HARING

(May 4, 1958 – February 16, 1990)

Keith Haring was an American artist whose pop art and graffiti-like work grew out of the New York City street culture of the 1980s. After public recognition he created larger scale works, such as colorful murals, many of them commissioned. His imagery has "become a widely recognized visual language"





NFC : WHO, WHAT, WHY

CAMPAIGN MISSION

THE PROBLEM

Preventable diseases like obesity continues to rise across America. The built environment can increase longevity.

OUR MISSION

Design healthy infrastructure for cities to improve the quality of life for people.

WHO WE ARE

National Fitness Campaign is a San Francisco based social enterprise and consulting firm.

WHAT WE DO

NFC partners with cities, schools and state agencies who make health a priority to plan, build, fund and activate healthy infrastructure.

CAMPAIGN STORY

›1979 ›1980 ›2012 ›2018 ›2022

1979
The Beginning

The Fitness Court® was invented by NFC founder Mitch Menaged in San Francisco, with the simple goal of bringing people outdoors to stay fit! With the support of Wells Fargo Bank, the Campaign was launched at Stanford University, and in San Francisco. It then grew across California and the western United States.







1980-2000
The Campaign Emerges

Between 1980 and 1990, National Fitness Campaign grew to over 4,000 communities. Partnerships were formed with more than 100 corporate sponsors and the program raised over $100 million dollars in the US, Canada and Australia. This was the largest ever public-private partnership in support of physical fitness.



10,000
FITNESS COURTS IN 3 COUNTRIES

2012
A New Campaign & World Class Team

Alarmed by obesity rates of 40% among American adults, NFC Founder Mitch Menaged returned and assembled a world-class team to reinvent NFC for the 21st century, using San Francisco as a laboratory to build the world's best outdoor gym. The Fitness Court® was reborn and integrated with a digital ecosystem to support healthy living.



FITNESS COURT® DESIGN TEAM

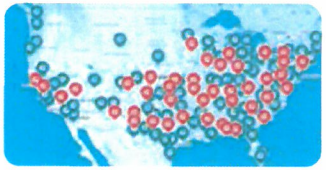
2018 & PRESENT
New Campaign

The Campaign launches in over 100 cities, and once again at Stanford University. NFC begins forming partnerships with sponsors, cities and colleges, building its 21st century network.



2022
Scaling Across America

By 2022, the campaign will be improving the quality of life in over 1,000 cities and schools across the county.



NFC : COMPREHENSIVE PROGRAM

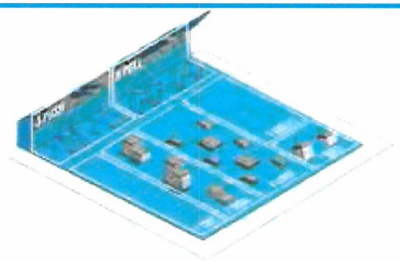
CAMPAIGN SUMMARY

A Comprehensive Wellness Program

The Campaign is a collection of resources and services designed to activate, encourage and support participation in outdoor fitness activities. Our campaign is separated into two stages: Healthy Infrastructure & Campaign Services. All Cities and schools awarded in the program receive all products, tools and services described on this page and detailed in this executive summary document.



CAMPAIGN OVERVIEW



FITNESS COURT

21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!



Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting



Campaign Funding Support

Sponsor Strategy, Best Practices, National Installation Team Support



Fitness Court App

Free digital App Delivering Programing, Workouts & Content



Ambassador Training

NFC Fitness Court Ambassador Training ACE Certified *(America Council of Exercise)*



Launch & Public Relations

Featured Stories Highlighted through Press and Local Media

FITNESS SEASON 2020

2020 Fitness Season

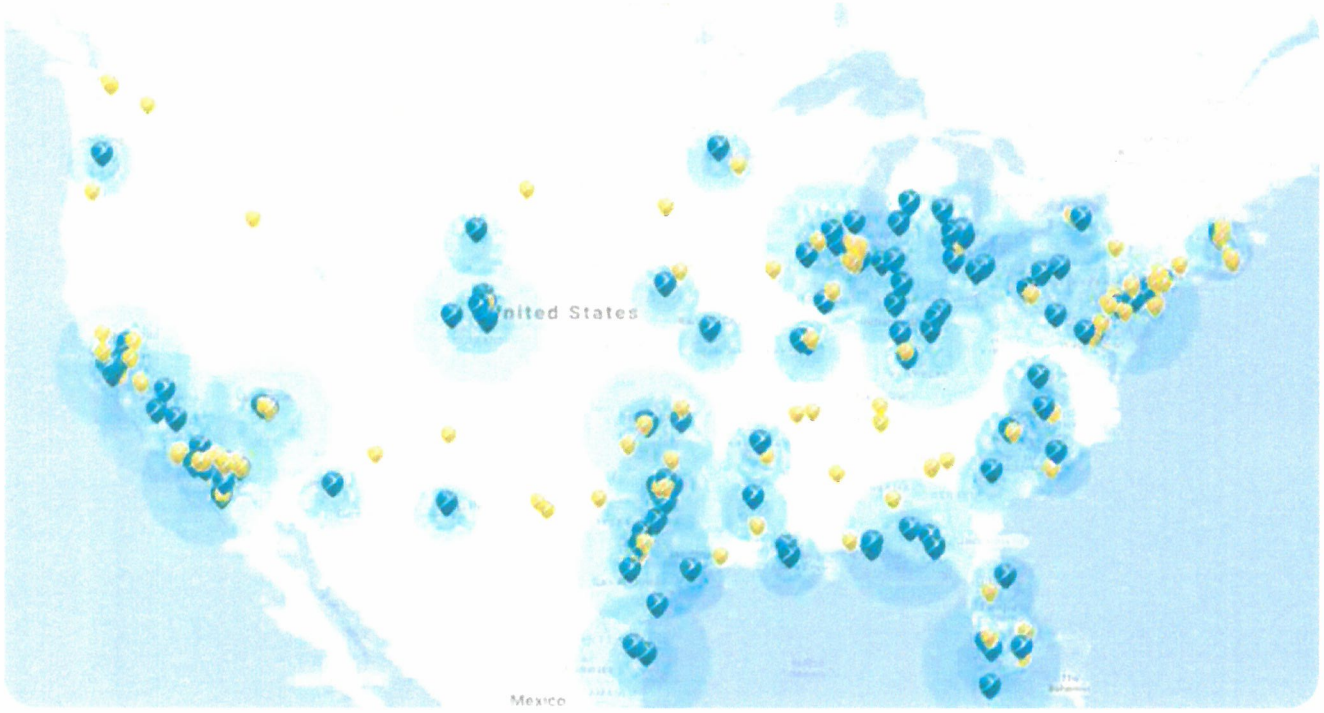
Spring/Summer/Fall national & local training, classes & challenges series

NFC : COMPREHENSIVE PROGRAM

CAMPAIGN NETWORK

Join Over 500 Partners & Sponsors Nationwide

The new campaign is now operating in over 100 cities and colleges across the Nation. By the end of 2020, the program will be thriving in over 200 communities across 40 states. The Campaign's unique funding model brings partnerships and funding to cities and schools of all sizes.











MICHELIN · the Y · uchealth · SSMHealth · Cleveland Clinic · BU · BR · KAISER PERMANENTE · FRESNO STATE · AVON

500+

PARTNERS & SPONSORS NATIONWIDE

WORLD CLASS MATERIALS & SYSTEMS

FITNESS COURT MATERIALS

Made & Manufactured in the USA

Designed by NFC in California.



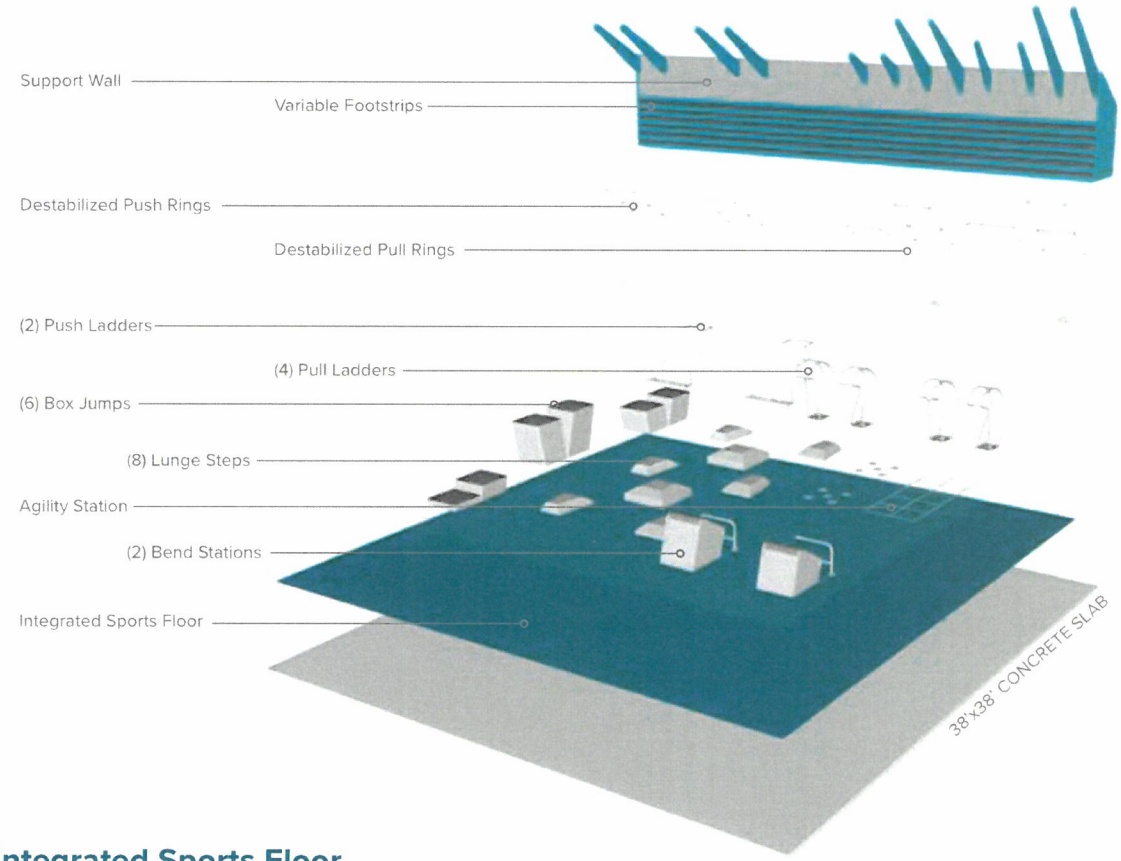
High Quality
Dual-layer powder-coating carbon steel



Durable Materials
Tamper-resistant, galvanized & stainless steel bolts and fittings.

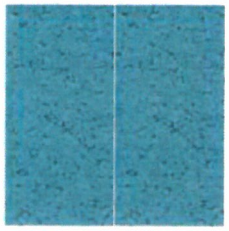


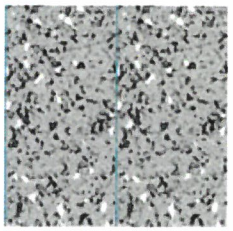
Best In Class
Anti-graffiti laminate vinyl decals



Integrated Sports Floor

Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.


Top (Blue Option)


Top (Grey Option)


Bottom


Reducer with Tile

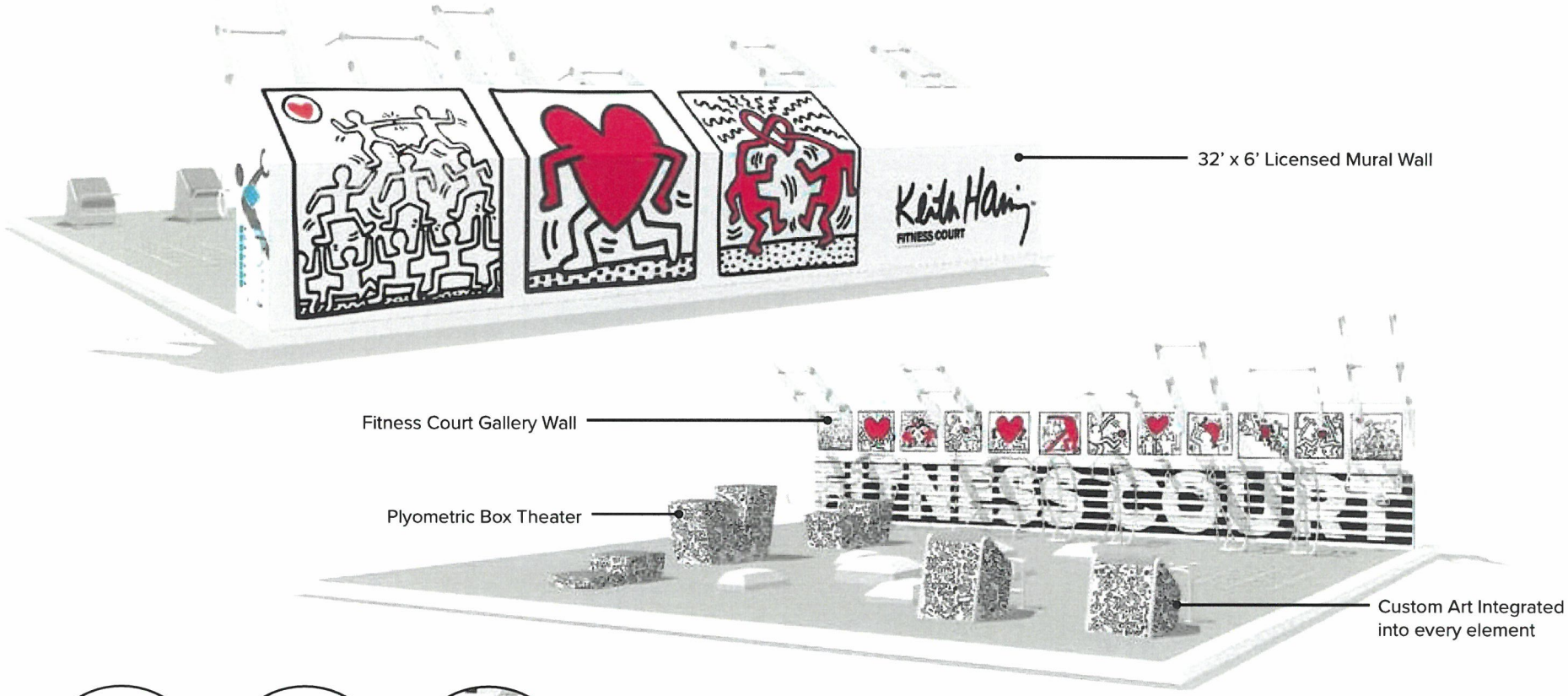

Reducer

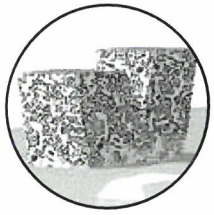
INVITE ONLY EXCLUSIVE

2021 SIGNATURE SERIES

LIMITED EDITION FOR TEN CITIES

In 2021, ten cities in ten states will be selected to curate one-of-a-kind Keith Haring Fitness Courts® in public spaces, uniting the power of art and fitness outdoors. Each Keith Haring Fitness Court® is a precision crafted work of art, fully functional, and is funded for a five year art license. Five distinct design series are available, each with three color options. Once a design is selected, it is reserved and produced as a one of one work of public art.





Precision wrapped carbon steel



Anti-graffiti laminate art



Designed and made in the USA

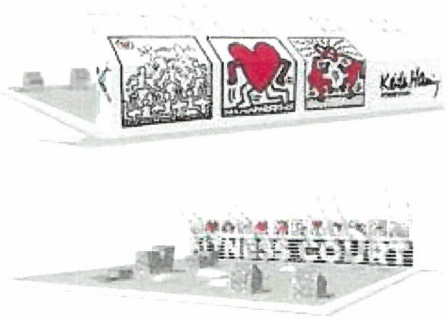
FITNESS COURT Signature Series

FITNESS COURT
Signature Series
National Fitness Campaign

SELECTIONS
Keith Haring

NFC Signature Series | Limited Edition For Ten Cities In 2021

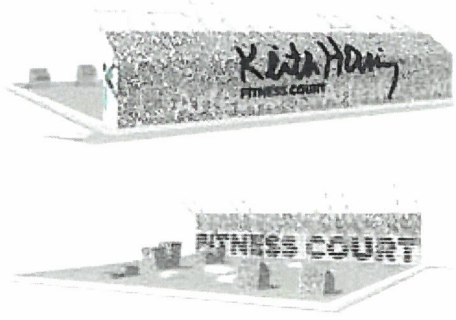
SERIES A - 1



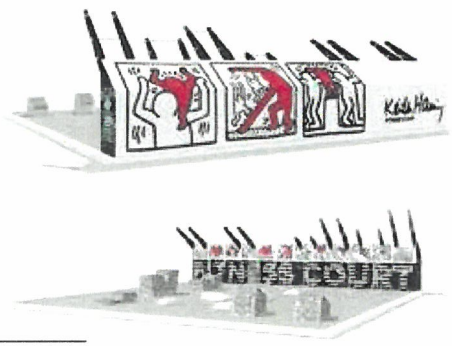
SERIES B - 1



SERIES C - 1



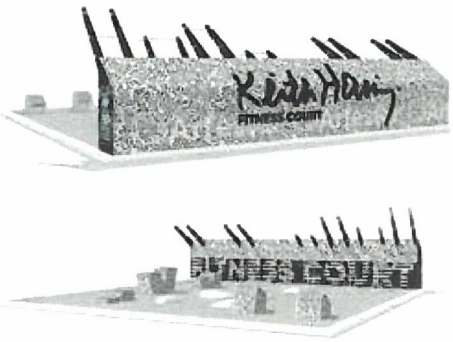
SERIES A - 2



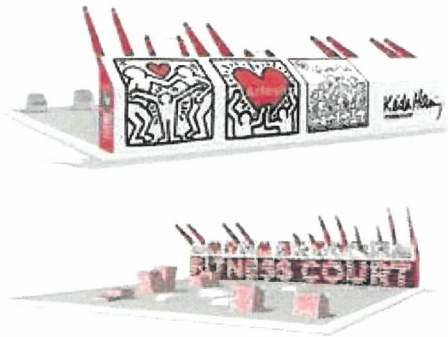
SERIES B - 2



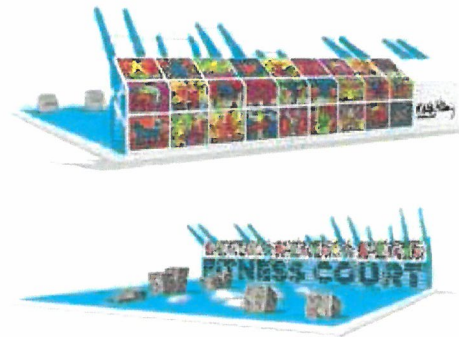
SERIES C - 2



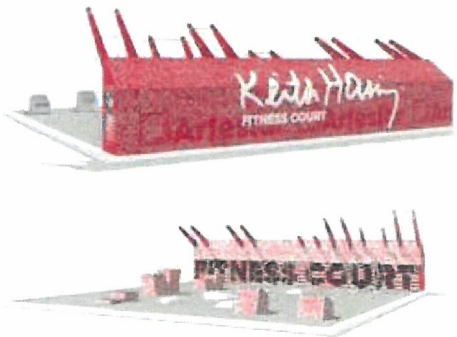
SERIES A - 3



SERIES B - 3



SERIES C - 3

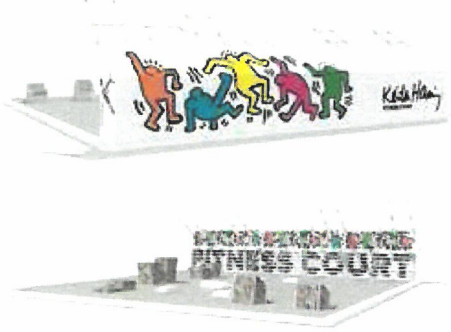


FITNESS COURT
Signature Series
National Fitness Campaign

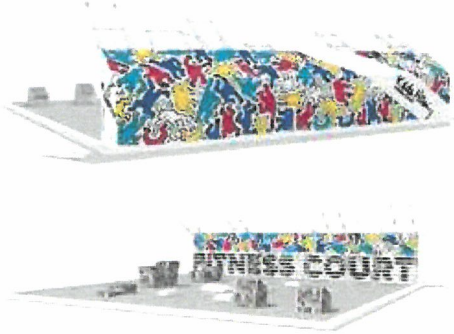
SELECTIONS
Keith Haring

NFC Signature Series | Limited Edition For Ten Cities In 2021

SERIES D - 1



SERIES E - 1

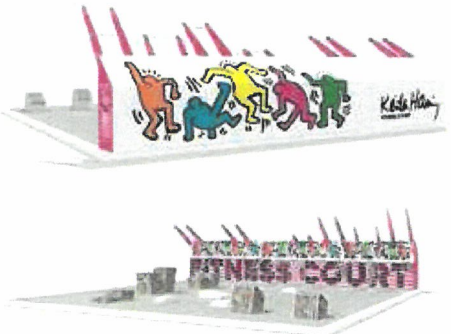


SERIES F - 1



* SPECIAL RELEASE FOR NYC ONLY

SERIES D - 2



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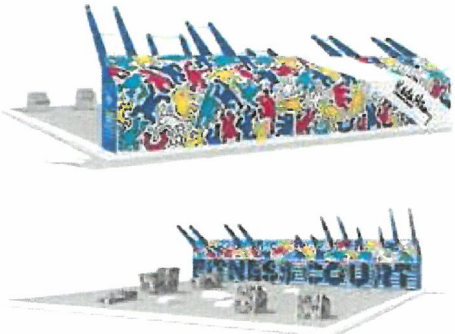

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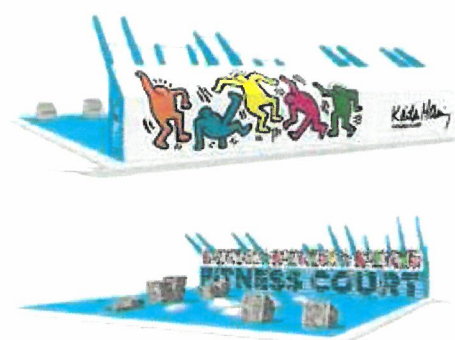
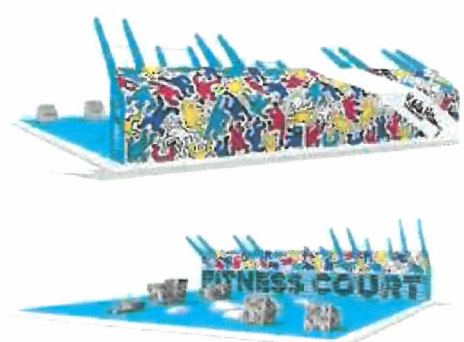


SERIES E - 3



NFC : COMPREHENSIVE PROGRAM

CAMPAIGN FUNDING

FUNDING REQUIREMENTS

KEITH HARING FOUNDATION + + NATIONAL FITNESS CAMPAIGN

Keith Haring Fitness Court

Turn Key Install & Campaign Services

$200,000 + Concrete Slab

INCLUDED SERVICES



1 of 10 Keith Haring Licensed Fitness Court

5 Year Art Lease

Limited 1 per State



Custom Powder Coating

Full Wrap Graphics

Limited Edition Plyo Box & Bend Station Wraps



Turn Key Installation
EIS Factory Install

Graphics Installation



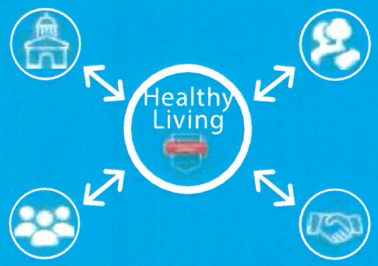
Campaign Services, Promotions of Partnership, Sponsor Support

Concrete Slab Not Included

4 STEP PROGRAM ADOPTION PROCESS

CAMPAIGN PROCESS

1

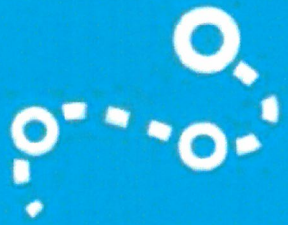


IS WELLNESS A PRIORITY

Is healthy living a priority in your city? Does the campaign align with your city's goals and local initiatives? Is there support from appropriate stakeholders?

- Mayor
- City Council
- Park Director
- Leadership

2



SITE SELECTION

Main Criteria for Site Selections

1. Iconic Sites
Supports Success and Impact

2. Accessibility
Engage all Population Sectors

3. Connectivity
Program locations align with pedestrian infrastructure and trails systems.

3



PROGRAM FUNDING

Qualified cities will be reviewed for this selective program and selected for appoval by the NFC Grant Committee. Final designs approved by the Keith Haring Foundation.

4



PROGRAM TIMING

2021 Campaign

Application Submission:
PER BRIEFING WINDOW

Program Launch:
PER AWARD PERIOD

4 STEP PROGRAM ADOPTION PROCESS

CAMPAIGN SUMMARY

2021 PROGRAM SUMMARY: ***All items and services below are delivered to approved partners as part of the 2021 Campaign.***

Overview includes all standard element of campaign, limited edition keith haring services offered in addition to campaign services.

HEALTHY INFRASTRUCTURE

FITNESS COURT®

Fitness Court® Description:
32'x35' outdoor bodyweight circuit training system with the following components:

- Seven station circuit training system providing full-body workout modules
- Fitness Court body-weight training wall - 32'W x 2'D x 6' H with custom graphics
- Thirty pieces of body-weight fitness elements for simultaneous use by 28 users at one time. Fitness Elements anchored and grouped within seven stations.
- Bolts, attachments and anchors required for installation

Fitness Court Surface - Tile Surface Specifications

- Outdoor Sports Floor Size: 1,024 SF (32'x32')
- Color: NFC Blue
- Thickness: 1" Tiles
- ADA Border Included

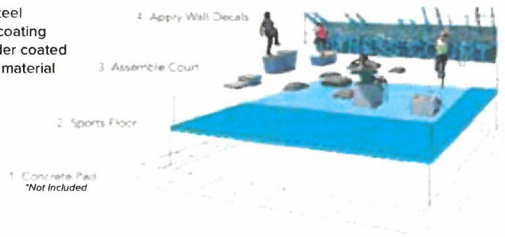
Fitness Court Specifications:

- All structural components are made from high-grade carbon steel
- Structural components receive high-grade duel layer powder coating
- All cladding (skins) made from high-grade aluminum and powder coated
- Graphics and signage printed with anti-graffiti over-lamination material
- Manufactured in the United States
- Resilient to heavy, repeated daily use
- Over 30 individual pieces of equipment
- Powder-Coated Structural Components
- Galvanized fittings and bolts - *included*
- Stainless steel cables
- Full installation guide provided
- Warranty through NFC

Warranty + Maintenance

- Made for all climates
- Almost no moving parts (only cables)
- Equipment is anchor bolted into concrete
- Replacement parts available through NFC
- No requirement for disassembly in winter
- Maintenance guide, including touch-up paint & necessary tooling included

See Official Warranty for Full Coverage Detail



HEALTHY INFRASTRUCTURE DESIGN SERVICES

Strategic Planning & Feasibility Study

- City-wide impact analysis and master plan integration plan
- Site Design and Visibility Analysis

Custom Fitness Court Design Services & Construction & Installation Support

- Customized Fitness Court powder-coating and decal design - no two Fitness Courts are the same!
- stamped and certified design plans, concrete slab drawings, and contractor management are provided by the NFC Activation Team. With all ready-to-build plans included, most installations require less than 90 days to complete from ground-breaking to launch.
- NFC National Installation Partner Access - EIS (contracted separately)

GRANT FUNDING, CONSENSUS BUILDING, SPONSOR SUPPORT

NFC Grant Funding Qualification

- Access to qualify for NFC's Grant Funding through NFC's national partners to support seeding the program.

Consensus Building Consulting

- NFC has industry experts in project management, and from conception through execution, they will collaborate on an average of 2 intensive monthly planning calls to drive success.

Sponsor Strategy Consulting Support

- Up to 10 custom renderings provided by NFC Design Team to support outreach to local sponsors and partners. Up to 5 custom slide presentations provided for in-person meetings and internal stakeholder consensus-building.

CAMPAIGN SERVICES

FITNESS COURT® APP

The Fitness Court App
Free mobile app for iOS / Android teaches proper use, routines and challenges to all users

- **Classes:** schedule, run and track attendance using the Fitness Court App back-end scheduling tool, providing live class management through the OnSched platform. Training and basic setup provided by NFC within 30 days of launch event.
- **Learn:** video guides deliver workouts, and teach the basics for beginners on the Fitness Court. New content released quarterly, and updated by NFC National Training Team.
- **Train:** individual audio guides. New content released quarterly, updated by NFC National Training Team.
- **Challenge:** competitive tracking allows users to participate in timed, scored challenges, with an option to submit their scores to a national Leaderboard. Acts as a regional and national event qualification tool.

CERTIFIED AMBASSADOR TRAINING

Programming and Training Tools
Fitness Court Ambassadors build and sustain a healthy culture around the Fitness Court ecosystem

- **Learn:** education modules provided by the NFC Training Team are eligible for a range of industry certifications, are offered both in-person and remote, and provide a range of class templates, coaching tips and more to qualified Ambassadors. Partnership includes program vouchers for up to 12 individual Ambassadors per Fitness Court, individually eligible for up to 3 continuing education credits (CECs), approved through the American Council on Exercise (ACE).
- **Train:** classes, clinics and challenges become the building blocks of a Fitness Season, led by Ambassadors, that engage all ages and fitness levels. These guided workout options expand the user community and increase long-term usage and adoption.
- **Share:** continuous online and print storytelling, engagement and social connection further build out a healthy culture on each Fitness Court.

MEDIA, PRESS, & PROMOTIONS

Promotions and Marketing Package
Media support and community engagement materials excite users and strengthen program adoption

- **Custom Grant Announcement Kit:** promote the development of the program in your community with NFC support through traditional and social media channels - including a custom Press Release, site rendering, and outreach planning tools.
- **Launch Event Promotions Toolkit:** announce the launch of the Fitness Court on traditional media channels with a separate customized press release, outreach support and uniquely branded assets for social media.
- **NFC Website Feature Story:** NFC-hosted custom storytelling showcases the partnership and program development in your community.
- **Fitness Court Gear:** minimum $750 credit towards the official NFC gear store - gear and giveaways (provided in part by national Campaign sponsor, Badger Sport®) nurture Ambassador relationships, honor stakeholders and excite event attendees, to amplify launch activities.
- **Opening Day Launch Support:** NFC provides event management templates, guidance for launch event planning, and custom promotional materials (flyers, media assets).

FITNESS SEASON 2021

Annual Activation Series: 2021 Fitness Season
Bring the Latest Events & Programs to Your Fitness Court® this Year!

- Spring 2021 : new workout routines & video tutorials introduced to the Fitness Court App, featuring pro trainer..
- Summer 2021: Classes and Clinics support ongoing programming for group exercise and app-based class
- Fall 2021: Challenge series builds competition & strengthens community. Marks the success of year's activation program for all users.
- Healthy Infrastructure Awards: annual recognition program highlighting exceptional partners and leaders nationwide, winners receive custom awards, decals and press support to announce





NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, USA

NATIONALFITNESSCAMPAIGN.COM
INFO@NFCHQ.COM
(415) 702-4919

KEITH HARING FOUNDATION

QUOTE

Melissa McDonald
PO Box 909
SANTA FE NEW MEXICO 87504

Date
Feb 23, 2021

Expiry
Aug 22, 2021

Quote Number
QU-0558

National Fitness Campaign LLC
For all questions regarding this quote, contact: info@nfchq.com

Description	Quantity	Unit Price	Tax	Amount USD
Fitness Court and National Campaign Resources - Includes Official Installation Kit Keith Haring Fitness Court License -5 Year Official Public Art License -Original Keith Haring Art Production 400 sq ft -Customization for Integration of Local Partner	1.00	178,500.00	Tax Exempt	178,500.00
Freight, Packing and Insurance for shipment	1.00	2,000.00	Tax Exempt	2,000.00
			Subtotal	180,500.00
			TOTAL USD	**180,500.00**

Terms

1. PAYMENT TERMS
Purchaser will pay Seller 100% of the Purchase Price within 30 days of the Delivery Date. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties.
2. TAX EXEMPTION
This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.

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 National Fitness Council, LP

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $195,560.94

Termination Date: June 30, 2022

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Purchase of Fitness Equipment with Artwork for SWAN Park

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 $ 195,560.94 of original Contract# 3202660 Termination Date: 6/30/2022

Reason: Purchase of Fitness Equipment with Artwork for SWAN Park

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $195,560.94

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 ☑ Purchasing Approval Attached Date: May 6, 2021

Other _____

6 **Procurement History:** First year of one year contract
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (May 19, 2021 15:09 MDT)

Purchasing Officer Review

Comments or Exceptions: Issued an agreement as Sole Source

7 **Funding Source:** Parks CIP Construction **BU/Line Item:** 3559980.572970

Andy Hopkins
Andy Hopkins (May 18, 2021 15:59 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-795-2439

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

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

BUSINESS REGISTRATION

Business Name: NATIONAL FITNESS CAMPAIGN LP

Business Location: 1740 KEARNY ST
SAN FRANCISCO, CA 94133

CRS Number: 03546298001

Owner: NATIONAL FITNESS CAMPAIGN LP

License Number: 229740

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 25, 2022

Fees Paid: $10.00

NATIONAL FITNESS CAMPAIGN LP
1740 KEARNEY ST
SAN FRANCISCO, NM 94133

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: National Fitness Council, LP

Procurement Title: Contract for Sole Source purchase of fitness equipment for SWAN Park

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 Facilities Staff Name Curt Temple

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: _____

Curt Temple — Project 5/11/2021

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

Fran Dunaway (May 19, 2021 15:09 MDT) — Chief Procurement Officer — May 19, 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.

*

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021
ISSUE NO. 8a Request Approval of Contract with the National Fitness Council, LP. in the Amount of $195,560.94 Including NMGRT to Purchase Equipment Exclusive Keith Haring Artwork Fitness Equipment and Request Approval of BAR in the Amount of $250,000.00 from Neighborhood Parks Impact Fees to Parks Construction for the Purchase and Installation of Fitness Equipment for SWAN Park. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-955-6840) **Committee Review**: Finance Committee: 06/21/2021 Public Works and Utilities Committee: 06/28/2021 Governing Body: 06/30/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved unanimously to forward to 6/30/2021 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	EXCUSED		

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Esperanza Shelter** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide transitional housing units for a minimum of 20 households, composed of individuals and families with children who are fleeing domestic violence, and normally would be housed at the shelter.

B. Use AHTF funds to pay the housing costs (rent, utilities, etc.) for a master lease for seven (7) apartment units and one (1) casita for the purposes of keeping residents safe and preventing homelessness. Provide a copy of the lease for the City's record-keeping.

C. Serve eight (8) households with Area Median Income (AMI) of less than 30% and twelve (12) households earning between 30 – 50%AMI and document each beneficiary by income level, dates of occupancy, and total number of people in household.

D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

1) Ensure that shelter intake staff is trained in completing an assessment identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

2) Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

3) Select from the NM CES prioritized list to fill openings when appropriate.

4) Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

E. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

F. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

G. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) 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, representatives and subcontractors.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred thirty two thousand seven hundred forty-four dollars ($132,744). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($132,744). 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, 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.

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. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Esperanza Shelter
3130 Rufina St.
Santa Fe, NM 87507

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:
ESPERANZA SHELTER, INC

Anji Estrellas
_____
ANJI ESTRELLAS
EXECUTIVE DIRECTOR
DATE:_____

CRS# 01-190955-00-2
City of Santa Fe Business Registration
No. 222552

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 6, 2021 10:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

Esperanza contract - AHTF $132,744

Final Audit Report 2021-05-14

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"Esperanza contract - AHTF $132,744" History

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Agreement completed.
2021-05-14 - 8:14:36 PM GMT

Adobe Sign

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

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AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

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"AHTF - Memo 2021-2022" History

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Agreement completed.
2021-05-12 - 9:55:17 PM GMT

Adobe Sign

ESPESHE-01 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/4/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Johanna Sanchez PHONE (A/C, No, Ext): (505) 992-1849 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: johanna.sanchez@hubinternational.com
INSURED Esperanza Shelter for Battered Families, Inc. 3130 Rufina Street Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Great American Alliance Insurance Company — 26832 INSURER C : New Mexico Business Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PAC2276830 03	11/1/2020	11/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Li	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP2276829 03	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 0			UMB2276831 03	11/1/2020	11/1/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		40376118	11/20/2020	11/20/2021	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Accident Policy			BSRE224530-1	11/1/2020	11/1/2021	Aggregate	250,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CG 20 26 (Ed. 12/19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF SANTA FE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Esperanza Shelter

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (May 27, 2021 08:20 MDT)	Chief Procurement Officer	May 27, 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

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

BUSINESS REGISTRATION

Business Name: ESPERANZA SHELTER INC
DBA: ESPERANZA SHELTER INC

Business Location: 3130 RUFINA ST
SANTA FE, NM 87507

Owner: ESPERANZA SHELTER INC

License Number: 222552

Issued Date: January 28, 2021

Expiration Date: January 28, 2022

CRS Number: 01190955002

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

ESPERANZA SHELTER INC
3130 RUFINA ST
SANTA FE , NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202683

Contractor: **Esperanza**

Description: **Transitional Housing for a a minimum of 20 households - individuals and families with children fleeing domestic violence**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[ ] 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 Contract: 07/01/2021 ($132,744)

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (May 27, 2021 08:20 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: AHTF RFP 21/25/P Esperanza Shelter 7.1.21 - 6.30.22

4. **Funding Source:** **AHTF** **Org / Object:** **2400223.510500**

Andy Hopkins (May 26, 2021 09:36 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Homewise Inc.** 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.

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide mortgage principal reduction assistance funding to a minimum of 5 client households at or below 120% Area Median Income (AMI). Maximum amount of assistance is $30,000 per households. The goal is to serve the following income categories: one (1) household at 50-65%AMI, one (1) household at 65-80%AMI and three (3) households at 80-120%AMI.

B. Loans are deferred, 0% interest and due upon resale, refinance, or failure to occupy the home as a principal residence. Upon resale, liens will be repaid to the Contractor and revolved back into its mortgage principal reduction assistance program. In order for the transaction to be eligible for AHTF funds, the following applies:

1) Households are income-certified as described above;

2) Households have completed homebuyer training and are certified as "mortgage ready"

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic

information as required by the City's quarterly reporting form.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

E. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) 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, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred fifty thousand dollars ($150,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($150,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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, 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.

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. <u>Amendment.</u>

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. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Homewise, Inc
1301 Siler Road Building D
Santa Fe, NM 87507

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

CONTRACTOR:
HOMEWISE, INC

Laura Altomare
Laura Altomare (May 10, 2021 14:01 MDT)
LAURA ALTOMARE
ACTIVE CHIEF EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue
Dept: CRS# 02-062377-00-1
City of Santa Fe Business Registration
No. 223754

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY OF SANTA FE:
Marcos Martinez
Marcos Martinez (May 6, 2021 13:25 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgTBFYbIvMWeHki57GzrX1HvS1irYqKid

"Packet_Memo_2021_AHTF_revised" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 9:30:53 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-05-12 - 9:31:40 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
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Document e-signed by rich brown (rdbrown@santafenm.gov)
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AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtxFoMiLzR5pYdrenQWZt7VXQuoFTYjF

"AHTF - Memo 2021-2022" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202684

Contractor: **Homewise**

Description: **Provide principal reduction assistance**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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 Contract: 07/01/2021 ($150,000)

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (May 27, 2021 08:17 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: AHTF RFP 21/25/P Homewise 7.1.21 - 6.30.22

4. **Funding Source:** **AHTF** **Org / Object:** **2400223.510500**

Andy Hopkins (May 26, 2021 09:37 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

HOMEINC-05 CEDISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Company — 20230 INSURER B : New Mexico Premier Insurance Company — 13675 INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CLP8361218	5/23/2021	5/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CLP8361218	5/23/2021	5/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CXS9657964	5/23/2021	5/23/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5950128	12/3/2020	12/3/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	FF Excess Liability			MKLV7EUE100459	5/23/2021	5/23/2022	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE100459	5/23/2021	5/23/2022	Aggregate	3,000,000

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

*COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL222769521 - Eff: 5/23/2020 to 5/23/2021 - Underwriters at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim.

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SEE ATTACHED ACORD 101

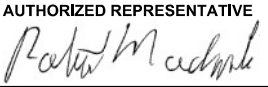
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: HOMEINC-05 CEDISON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II –** Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2.** applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word "fire" is changed to "fire, sprinkler leakage or explosion" where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a.** under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c.** through **n.** do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

"Property damage" to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2) Premises you give away or abandon, if the "property damage" arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of "your work".

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

SECTION I - COVERAGES, Coverage A, Exclusion **l.** Damage to Your Work, is replaced with the following:

1. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of "your work" that causes the "property damage."

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system" incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2.** and **3.** of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi" or bacteria, "silica" or "silica-related dust" or "exterior insulation and finish system" incidents. This provision **B.1.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to "bodily injury" or "property damage" arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system incident" but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2.**, Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. "Personal and Advertising Injury" arising out of a "fungi or bacteria incident."

c. "Personal and Advertising Injury" arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g.** is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2.** Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a.** of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Homewise

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 27, 2021 08:17 MDT)	Chief Procurement Officer	May 27, 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

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

BUSINESS REGISTRATION

Business Name: HOMEWISE
DBA: HOMEWISE

Business Location: 1301 SILER RD D
SANTA FE, NM 87501

CRS Number: 02062377001

Owner: HOMEWISE

License Number: 223754

License Type: Business License - Renewable

Issued Date: December 18, 2020

Classification: Business Registration - Standard

Expiration Date: December 18, 2021

Fees Paid: $35.00

HOMEWISE
1301 SILER RD D
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Life Link** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide financial assistance to cover housing costs (rents, arrears, utilities, security deposits, etc.) for forty-five (45) households earning no more than 65% of Area Median Income (AMI) with the goal of serving the following income tiers:

a. Twenty-five (25) households with incomes less than 30%AMI

b. Ten (10) households earning 30-50%AMI

c. Ten (10) households earning 50-65%AMI

B. Assistance is focused on ensuring immediate housing stability with a longer term goal of securing a permanent affordable situation as follows:

a. Homelessness prevention: for households at risk of losing their housing, used for shorter term rental assistance (approx. six months timeframe) and payment of rental arrears, specifically to prevent eviction;

b. Rapid rehousing: for households who are currently experiencing homelessness, specifically to secure housing as quickly as possible with up to 11 months of assistance, if needed.

C. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that shelter intake staff is trained in completing an assessment identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

c. Select from the NM CES prioritized list to fill openings when appropriate.

d. Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

F. <u>Professional Certifications</u>

1. The Contractor represents that it possesses the personnel, experience

and knowledge necessary to perform the services described under this Agreement.

2. 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, representatives and subcontractors.

2. <u>Compensation.</u>

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred forty-eight thousand two hundred fifty six dollars ($148,256). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($148,256). 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, 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.

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. 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. <u>Records and Financial Audit</u>.

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. <u>Indemnification</u>.

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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Life Link
2325 Cerrillos Road
Santa Fe, NM 87505

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
LIFE LINK

Michael DeBernardi
Michael DeBernardi (May 24, 2021 15:43 MDT)

MICHAEL DEBERNARDI
EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue
Dept: CRS# 02-097780-00-8
City of Santa Fe Business Registration
No. 29352

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (May 11, 2021 14:19 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

Life Link Contract (AHTF)

Final Audit Report 2021-05-24

Created:	2021-05-24
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAroFpMnnh5GqA_0xkckqCSCmNQqFxYLO5

"Life Link Contract (AHTF)" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-24 - 9:40:25 PM GMT- IP address: 63.232.20.2

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Document e-signed by Michael DeBernardi (drdebernardi@thelifelink.org)
Signature Date: 2021-05-24 - 9:43:13 PM GMT - Time Source: server- IP address: 67.164.142.103

Agreement completed.
2021-05-24 - 9:43:13 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202685

Contractor: **Life Link**

Description: **Rental Assistance (Rents, arrears, utliities, security deposits, etc)**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[☐] 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 Contract: 07/01/2021 ($148,256)**

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (May 27, 2021 08:15 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: AHTF RFP 21/25/P 7.1.21-6.30.22 1 yr award Life Link

4. **Funding Source:** **AHTF** **Org / Object:** **2400223.510500**

Andy Hopkins (May 26, 2021 09:36 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
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"Packet_Memo_2021_AHTF_revised" History

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2021-05-12 - 9:40:01 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 9:40:12 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-05-12 - 9:40:12 PM GMT

Adobe Sign

AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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Transaction ID:	CBJCHBCAABAAOtxFoMiLzR5pYdrenQWZt7VXQuoFTYjF

"AHTF - Memo 2021-2022" History

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2021-05-12 - 9:54:51 PM GMT- IP address: 63.232.20.2

Document e-signed by AGL (agladd@santafenm.gov)
Signature Date: 2021-05-12 - 9:55:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-12 - 9:55:17 PM GMT

Adobe Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2020

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com
INSURED (505) 438-0010 The Life Link P.O. Box 6094 Santa Fe NM 87505	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insuran 18058 INSURER B : New Mexico Premier Insurance C 13675 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28916 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			PHPK2197185	11/01/2020	11/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:						Empl Benefits Liab	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			PHPK2197185	11/01/2020	11/01/2021	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6145.131	11/27/2020	11/27/2021	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Services			PHPK2197185	11/01/2020	11/01/2021	$3,000,000 Aggregate	$ 1,000,000
								$

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

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Life Link

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (May 27, 2021 08:15 MDT)	Chief Procurement Officer	May 27, 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

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

BUSINESS REGISTRATION

Business Name: LIFE LINK THE
DBA: LIFE LINK THE

Business Location: 2325 CERRILLOS RD
SANTA FE , NM 87502

Owner: LIFE LINK THE

License Number: 29352

Issued Date: January 15, 2021

Expiration Date: January 15, 2022

CRS Number: 02-097780-00-8

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

LIFE LINK THE
PO BOX 6094
SANTA FE , NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Santa Fe Civic Housing Authority** 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.

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Use funds to partially cover the costs of fire damage to two buildings at the complex which were subject to arson during the project's phased rehabilitation of its 100 units, currently occupied by low-income elderly renters.

B. Eligible expenses for partial reimbursement include demolition of burned structures and reconstruction of the buildings to reach the same standard as the rest of the property.

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

E. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience

and knowledge necessary to perform the services described under this Agreement.

2) 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, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed two hundred thousand dollars ($200,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($200,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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, 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.

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. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Civic Housing Authority
1200 Camino Consuelo
Santa Fe, NM 87507

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

CONTRACTOR:
SANTA FE CIVIC HOUSING AUTHORITY

ed romero (May 11, 2021 11:18 MDT)
_____
ED ROMERO
EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue Dept:
CRS# 01-505902-00-2
City of Santa Fe Business Registration
No. 67971

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (May 4, 2021 15:09 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

2021-2022 SF Civic Housing Authority Contract $80,000

Final Audit Report 2021-05-11

Created:	2021-05-06
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACrxa6W_-vr3SXnvWBRCmXft-CL19rhVi

"2021-2022 SF Civic Housing Authority Contract $80,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-06 - 1:44:22 PM GMT- IP address: 63.232.20.2

Document emailed to ed romero (edromero@sfcha.com) for signature
2021-05-06 - 1:44:41 PM GMT

Email viewed by ed romero (edromero@sfcha.com)
2021-05-11 - 5:17:20 PM GMT- IP address: 65.141.78.186

Document e-signed by ed romero (edromero@sfcha.com)
Signature Date: 2021-05-11 - 5:18:06 PM GMT - Time Source: server- IP address: 65.141.78.186

Agreement completed.
2021-05-11 - 5:18:06 PM GMT

Adobe Sign

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgTBFYbIvMWeHki57GzrX1HvS1irYqKid

"Packet_Memo_2021_AHTF_revised" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-05-12 - 9:31:40 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-05-12 - 9:40:01 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 9:40:12 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-05-12 - 9:40:12 PM GMT

Adobe Sign

AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtxFoMiLzR5pYdrenQWZt7VXQuoFTYjF

"AHTF - Memo 2021-2022" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 9:51:34 PM GMT- IP address: 63.232.20.2

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Email viewed by AGL (agladd@santafenm.gov)
2021-05-12 - 9:54:51 PM GMT- IP address: 63.232.20.2

Document e-signed by AGL (agladd@santafenm.gov)
Signature Date: 2021-05-12 - 9:55:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-12 - 9:55:17 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202691

Contractor: **SF Civic Housing Authority**

Description: **Use funds to partially cover the costs of fire damage to 2 buildings at the complex which were subject to arson during the projects phased rehabilitation of its 100 units**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[☐] 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 Contract: 07/01/2021 ($200,000)

3. **Procurement History:** **RFP: 21/25/P**

Fran Delaway (May 27, 2021 08:22 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: AHTF RFP 21/25/P SF Civic Housing Auth. 7.1.21 - 6.30.22

4. **Funding Source:** **AHTF** **Org / Object:** **2400223.510500**

Andy Hopkins (May 26, 2021 09:38 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/24/2020

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:	
Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman, Suite 200 Irvine CA 92612	PHONE (A/C, No, Ext): 949-349-9857	FAX (A/C, No): 949-349-9957
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of CT	25682
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Santa Fe
Bradley Fluetsch
P.O. Box 909
Santa Fe NM 87504

COVERAGES **CERTIFICATE NUMBER:** 555386606 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZLP-15N80223	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,050,000 $ 300,000 $ $ 1,050,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] $50,000 SIR			810-2C410241	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,050,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			ZUP-15N80235	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4063586	7/1/2020	7/1/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Santa Fe Civic Housing Authority
664 Alta Vista
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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RESOSSL-01 BSTIERWALT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2020

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: Barbara Stierwalt	
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	PHONE (A/C, No, Ext): (505) 247-0444	FAX (A/C, No):
	E-MAIL ADDRESS: bstierwalt@bbirs.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Indemnity Company	23280
INSURED	INSURER B :	
Resolana SF, LLC and Santa Fe Civic Housing Authority 664 Alta Vista Street Santa Fe, NM 87505	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			ENP 0577624	5/11/2020	5/11/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							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 PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Professional Liab						Prof Liab	$ 1,000,000
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

SEE ATTACHED ACORD 101

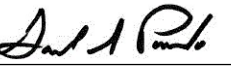
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: RESOSSL-01 BSTIERWALT

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member		Resolana SF, LLC and Santa Fe Civic Housing Authority 664 Alta Vista Street Santa Fe, NM 87505
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Professional Liability $1,000,000 / $3,000,000

The policies include a blanket additional insured endorsement (or provision) and/or waiver of subrogation endorsement (or provision) that provides additional insured status and/or waiver of subrogation for the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Civic Housing Authority

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 27, 2021 08:22 MDT)	Chief Procurement Officer	May 27, 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

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

BUSINESS REGISTRATION

Business Name: SANTA FE CIVIC HOUSING
DBA: SANTA FE CIVIC HOUSING

Business Location: 664 ALTA VISTA ST
SANTA FE , NM 87505

CRS Number: 01505902002

Owner: SANTA FE CIVIC HOUSING

License Number: 67971

License Type: Business License - Renewable

Issued Date: March 31, 2021

Classification: Business Registration - Standard

Expiration Date: March 31, 2022

Fees Paid: $35.00

SANTA FE CIVIC HOUSING
664 ALTA VISTA
SANTA FE , NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Santa Fe Habitat For Humanity** 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.

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide mortgage principal reduction assistance, zero percent (0%), no payment due until sale or transfer for four (4) low-income homebuyer households earning less than 80% Area Median Income (AMI), with the target income ranges as follows:

1) Two (2) households earning 30 – 50%AMI

2) Two (2) households earning 50 – 80%AMI

B. Homes will be built in the Las Soleras subdivision, with the costs of construction brought down by the "sweat equity" of the future homeowner and constructed partially using volunteer labor and materials.

C. Upon resale, liens will be repaid to the Contractor and revolved back into its down payment assistance program.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

F. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) 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, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed eighty thousand dollars ($80,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($80,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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, 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.

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. <u>Amendment</u>.

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. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Habitat For Humanity
2520 Camino Entrada Ste. A
Santa Fe, NM 87507

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

CONTRACTOR:
SANTA FE HABITAT FOR HUMANITY
Kurt F Krahn
Kurt F Krahn (May 10, 2021 09:12 MDT)
_____
KURT KRAHN
EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue Dept: CRS# 02-070960-00-9
City of Santa Fe Business Registration No. 225494

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (May 4, 2021 14:42 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

SF Habitat - AHTF $80,000

Final Audit Report 2021-05-10

Created:	2021-05-07
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmSC3BI-jWYr-IMPviS5Qu-q6DFpXwapH

"SF Habitat - AHTF $80,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-07 - 9:31:34 PM GMT- IP address: 63.232.20.2

Document emailed to Kurt F Krahn (kurt@santafehabitat.org) for signature
2021-05-07 - 9:31:55 PM GMT

Email viewed by Kurt F Krahn (kurt@santafehabitat.org)
2021-05-10 - 3:08:40 PM GMT- IP address: 73.26.161.200

Document e-signed by Kurt F Krahn (kurt@santafehabitat.org)
Signature Date: 2021-05-10 - 3:12:07 PM GMT - Time Source: server- IP address: 73.26.161.200

Agreement completed.
2021-05-10 - 3:12:07 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202679

Contractor: **SF Habitat For Humanity**

Description: **Provide rehab services to a minimum of 20 owner-occupied homes**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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 contract: $100,000

3. **Procurement History:** **RFP: 21/24/P**

Fran Dunaway (May 31, 2021 12:51 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: RFP 21/24/P CDBG Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** **CDBG** **Org / Object:** **2402750.510400**

Andy Hopkins (May 26, 2021 10:04 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Habitat For Humanity

Procurement Title: RFP #221/24/P (CDBG)

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 OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duaway (May 31, 2021 12:51 MDT)	Chief Procurement Officer	May 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe, New Mexico

memo

Date: May 12, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Rich Brown, Community Development Director Richard Brown
From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd (May 13, 2021 10:14 MDT)

Re: Approval of RFP# 21/24/P and 2021-22 CDBG Contracts

ACTION REQUESTED:
Review and approve the allocation of 2021-2022 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# 21/24/P and program administration cost (Contract total: $556,067, plus Administration $122,809)

RFP# 21/24/P (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS – ADELANTE Elementary School Liaison	3202680	1027	2402750	510400	**$ 20,106.00**
COMING HOME CONNECTION – Casa Cielo End of Life Residence	3202676	7754	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY – Home Repair Program	3202679	2677	2402750	510400	**$ 100,000.00**
HOMEWISE – Mortgage Reduction	3202677	2481	2402750	510400	**$ 300,000.00**
INTERFAITH SHELTER – Women's Safe Haven	3202678	3783	2402750	510400	**$ 32,000.00**
ST ELIZABETH SHELTER – Facility Rehabilitation	3202681	1552	2402750	510400	**$ 63,961.00**
YOUTH SHELTERS- Cold Weather Shelter	3202682	1624	2402750	510400	**$ 20,000.00**

BACKGROUND
The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Funding recommendations are made according to the community development goals outlined in the City's Consolidated Plan. Eligible projects must comply with three national objectives: benefit low/mod income persons (LMI), prevent slum or blight, or meet an urgent need. Santa Fe uses funds exclusively for LMI benefit.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries.

In early February 2021, RFP #21/24/P and RFP #21/25/P were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 3 to hear applicant presentations. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP #21/24/P PY 2021-22 (CDBG)

Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Housing	Homewise (Mortgage Principal Assistance)	$300,000	$150,000	**$ 450,000.00**
	Habitat for Humanity (Home Repair)	$100,000	0	**$ 100,000.00**
Public Facilities	St Elizabeth Shelter (Casa Familia, Casa Cerrillos Rehab)	$63,961	n/a	**$ 63,961.00**
Public Services (Cap @15%)	SFPS - Adelante (Elementary School Liaison)	$20,106	n/a	**$ 20,106.00**
	Interfaith Shelter (Womens' Summer Safe Haven)	$32,000	n/a	**$ 32,000.00**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$20,000	n/a	**$ 20,000.00**
	Casa Cielo End of Life Care	$20,000	n/a	**$ 20,000.00**
Program Administration (Cap @20% of $614,044)		$122,809	n/a	**$ 122,810.00**
Total CDBG EN (+ reprogrammed prior year funds)		**$678,877.00**	**$150,000.00**	**$ 828,877.00**

* The City's entitlement grant for 2021 = $614,044, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($64,832) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

Packet_Memo_2021_CDBG_FINAL

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1bhGDhTEN0ygFt5kwe7bml26bp7fMS4m

"Packet_Memo_2021_CDBG_FINAL" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 11:01:39 PM GMT- IP address: 63.232.20.2

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Email viewed by rich brown (rdbrown@santafenm.gov)
2021-05-12 - 11:59:43 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 11:59:53 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
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Adobe Sign

Memo

Final Audit Report 2021-05-13

Created:	2021-05-13
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT0H-OyBUQtCXVtdBNVP5r5vZd98A7zP5

"Memo" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-13 - 3:17:23 PM GMT- IP address: 63.232.20.2

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Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-05-13 - 4:14:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-13 - 4:14:02 PM GMT

Adobe Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2021

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

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

PRODUCER	CONTACT NAME: Lockton Affinity, LLC
Lockton Affinity, LLC P. O. Box 873401 Kansas City, MO 64187-3401	PHONE (A/C, No, Ext): 888-553-9002 FAX (A/C, No): 913-652-3967 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Co.	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Santa Fe Habitat for Humanity
2520 Camino Entrada
Ste A
Santa Fe, NM 87507

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	Y		GL1065365-21	04/01/2021	04/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

1065365

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Patti D. Otarnes

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CERTIFICATE OF LIABILITY INSURANCE

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

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PRODUCER	CONTACT NAME: Lockton Affinity, LLC
Lockton Affinity, LLC P. O. Box 873401 Kansas City, MO 64187-3401	PHONE (A/C, No, Ext): 888-553-9002 FAX (A/C, No): 913-652-3967 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Co.	22667
INSURER B : Westchester Fire Ins. Co.	10030
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Santa Fe Habitat for Humanity
2520 Camino Entrada
Ste A
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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	Y		GL1065365-21	04/01/2021	04/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Directors & Officers			DO1065365-21	04/01/2021	04/01/2022	Limit	$1,000,000

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

CERTIFICATE HOLDER

1065365

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Patti D. Otarnes

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SANTFEH-02 LQUINTANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/5/2021

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PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : New Mexico Security Insurance Company — 15349
INSURED Santa Fe Habitat for Humanity 2414 Cerrillos Rd. Santa Fe, NM 87505	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		69560112	4/1/2021	4/1/2022	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

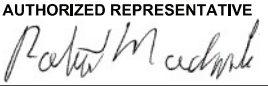
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

BUSINESS REGISTRATION

Business Name: SANTA FE HABITAT FOR HUMANITY
DBA: SANTA FE HABITAT FOR HUMANITY

Business Location: 2520 CAMINO ENTRADA A
SANTA FE, NM 87507

Owner: SANTA FE HABITAT FOR HUMANITY

License Number: 225494

Issued Date: February 12, 2021

Expiration Date: February 12, 2022

CRS Number: 02070960009

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: $35.00

SANTA FE HABITAT FOR HUMANITY
2520 CAMINO ENTRADA A
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Santa Fe Recovery Center (SFRC)** 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.

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide 2 months of rental assistance to cover the cost of living in a "Bridge Home" which offers a sober living environment for residents who have completed SFRC's residential treatment program but aren't ready for independent living. Bridge Homes also offer peer support, case management, a food allowance, and support for other services such as transportation, employment and positive social networks.

B. Serve 82 households, including women and their young children ages 0-3, with targeted Area Median Income (AMI) ranges as follows:

1) 57 households earning no more than 30% AMI

2) 13 households earning 30 - 50% AMI

3) 12 households earning 50 - 80% AMI

C. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

1) Ensure that shelter intake staff is trained in completing an assessment identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

2) Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

3) Select from the NM CES prioritized list to fill openings when appropriate.

4) Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

F. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) 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, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed sixty seven thousand dollars ($67,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($67,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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, 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.

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. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Recovery Center
5312 Jaguar Drive
Santa Fe, NM87507

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

CONTRACTOR:
SANTA FE RECOVERY CENTER

Sylvia Barela
Sylvia Barela (May 7, 2021 13:06 MDT)

SYLVIA BARELA
CHIEF EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue
Dept: CRS# 01-778794-00-7
City of Santa Fe Business Registration
No. 149637

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 6, 2021 15:10 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

SF Recovery 2021/2022 contract $67,000

Final Audit Report 2021-05-07

Created:	2021-05-07
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy8YTnMFPnJRxVFWL20wP4em_IA7sK91i

"SF Recovery 2021/2022 contract $67,000" History

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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202692**

Contractor: **Santa Fe Recovery Center**

Description: **Sober Living - Rental Assistance**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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 Contract

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (May 31, 2021 13:00 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: RFP 21/25/P AHTF Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** _____ **Org / Object:** **2400223.510500**

Andy Hopkins (May 26, 2021 10:14 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **RLCatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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Signature Date: 2021-05-12 - 9:40:12 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
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Adobe Sign

AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

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"AHTF - Memo 2021-2022" History

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Signature Date: 2021-05-12 - 9:55:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-12 - 9:55:17 PM GMT

Adobe Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/31/2020

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: George Segura PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: gsegura@danielsinsuranceinc.com
INSURED (505) 471-4985 Santa Fe Recovery Center 5312 Jaguar Drive Santa Fe NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : VantaPro Specialty Insurance — 44768 INSURER B : Allied World Insurance Company — 22730 INSURER C : New Mexico Mutual Casualty Com — 40627 INSURER D : Philadelphia Indemnity Insuran — 18058 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28651 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			5088-1224-00	08/31/2020	08/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestatio	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/2M
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5091-0301-00	08/31/2020	08/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			5090-0334-00	08/31/2020	08/31/2021	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		43642.116	06/07/2020	06/07/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liability			5088-1224-00	08/31/2020	08/31/2021	Aggregate: $3,000,000	$ 1,000,000
D	D & O			PHSD1482651	09/23/2019	09/23/2020	Directors and Officers Per Claim	$ 2,000,000

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

Certholder is included as an additional insured on GL/Auto Liability policies. The GL/Auto Liability policies contain Blkt Add'l Insd Provision that establishes the scope of Add'l Insd coverage granted to the Certholder. Where permitted by state law, and per Blkt Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certholder by reason of payments made under the GL/Auto Liability policies but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe

PO Box 909

Santa Fe NM 87502

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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CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY): 08/31/2020

PRODUCER		INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550		Santa Fe Recovery Center 5312 Jaguar Drive Santa Fe NM 87507
CONTACT NAME: George Segura	PHONE (A/C, No, Ext): (505) 982-4302	PHONE (A/C, No, Ext): (505) 471-4985

ADDITIONAL COVERAGES — CERTIFICATE NUMBER: Cert ID 28651 — REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	D & O			PHSD1482651	09/23/2019	09/23/2020	Directors and Officers Aggr $ 2,000,000
D	EPLI			PHSD1482651	09/23/2019	09/23/2020	EPLI Per Claim Limit $ 2,000,000
							$
							$
							$
							$
							$
							$
							$
							$
							$
							$
							$
							$
							$
							$
							$

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery Center - Sober Living

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dramway (May 31, 2021 13:00 MDT)	Chief Procurement Officer	May 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

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

BUSINESS REGISTRATION

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

Business Location: 5312 JAGUAR DR
SANTA FE , NM 87507

CRS Number: 01-778794-00-7

Owner: SYLVIA BARELA

License Number: 149637

License Type: Business License - Renewable

Issued Date: January 05, 2021

Classification: Business Registration - Standard

Expiration Date: January 05, 2022

Fees Paid: $35.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Santa Fe Community Housing Trust** 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. <u>Scope of Work.</u>

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Funds will be used for third party construction management of a total of fifteen (15) homes in the Arroyo Oeste subdivision, located in Tierra Contenta. The first phase (Arroyo Oeste I) includes eight (8) homes and the second phase (Arroyo Oeste II) includes seven (7) homes.

B. All homes will be affordably priced for income-certified homebuyers earning less than 120% of Area Median Income (AMI), in targeted income ranges as follows:

1) Four (4) homes affordable to households earning 50 – 65%AMI;

2) Seven (7) homes affordable to households earning 65 - 80%AMI;

3) Four (4) homes affordable to households earning 80 – 100%AMI; and

4) Four (4) homes affordable to households earning 100 – 120%AMI.

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic

information as required by the City's quarterly reporting form.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

E. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) 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, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed ninety seven thousand dollars ($97,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($97,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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, 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.

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. <u>Amendment</u>.

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. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Community Housing Trust
1111 Agua Fria St
Santa Fe, NM 87501

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

CONTRACTOR:
HOUSING TRUST

_____
EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue
Dept: CRS# 02-171649-008
City of Santa Fe Business Registration
No. 227214

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (May 4, 2021 14:45 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

2021-2022 SFCHT Contract - $97,000

Final Audit Report 2021-05-25

Created:	2021-05-06
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzAZqAfReaEOzDwkfWGpiffid4V-8ftSi

"2021-2022 SFCHT Contract - $97,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-06 - 1:46:23 PM GMT- IP address: 63.232.20.2

Document emailed to Daniel H. Werwath (dwerwath@housingtrustonline.org) for signature
2021-05-06 - 1:46:42 PM GMT

Email viewed by Daniel H. Werwath (dwerwath@housingtrustonline.org)
2021-05-06 - 2:03:34 PM GMT- IP address: 64.233.172.115

Document e-signed by Daniel H. Werwath (dwerwath@housingtrustonline.org)
Signature Date: 2021-05-25 - 4:56:56 PM GMT - Time Source: server- IP address: 76.113.71.186

Agreement completed.
2021-05-25 - 4:56:56 PM GMT

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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"Packet_Memo_2021_AHTF_revised" History

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AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202687

Contractor: **Santa Fe Community Housing Trust (SFCHT)**

Description: **Construction management of a total of 15 homes in the Arroyo EOeste subdivision located in Tierra Contenta**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[☐] 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 Contract: 07/01/2021 ($97,000)

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (May 31, 2021 12:55 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: RFP 21/25/P AHTF Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** **AHTF** **Org / Object:** **2400223.510500**

Andy Hopkins (May 26, 2021 10:07 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

SANTFEC-02 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/7/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Johanna Sanchez PHONE (A/C, No, Ext): (505) 992-1849 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: johanna.sanchez@hubinternational.com
INSURED Santa Fe Community Housing Trust and Tierra Contenta P O Box 713 Santa Fe, NM 87504	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Central Mutual Insurance Company 20230 INSURER B : New Mexico Mutual Casualty Company 40627 INSURER C : Philadelphia Indemnity Insurance Company 18058 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		CLP8889277	1/1/2021	1/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			CLP8889277	1/1/2021	1/1/2022	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		0099999102	6/27/2020	6/27/2021	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
A	Employee Theft			CLP8889277	1/1/2021	1/1/2022	$1,000 Ded/Limit	25,000
C	Directors & Officers			PHSD1596937	1/1/2021	1/1/2022		1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
This endorsement amends the policy by adding the following; please read each section carefully.

EMPLOYEE BENEFITS LIABILITY COVERAGE
ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
VOLUNTARY PROPERTY DAMAGE
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
AGGREGATE LIMITS OF INSURANCE AMENDMENT
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
LOST KEY COVERAGE
PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

A. Employee Benefits Liability Coverage

The following is added to Section I - Coverages: EMPLOYEE BENEFITS LIABILITY COVERAGE.

1. **Insuring Agreement.**
   - **a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:
     - **1)** The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage and
     - **2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

     No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
   - **b.** This insurance applies to damages only if:
     - **1)** The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
     - **2)** The act, error or omission is caused by an "occurrence" that takes place in the

"coverage territory"; and
- **3)** The act, error or omission occurs during the policy period.

2. **Exclusions**
   This insurance does not apply to:
   - **a. Dishonesty, Fraud Or Criminal Act**
     Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.
   - **b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**
     "Bodily injury," "property damage" or "personal and advertising injury."
   - **c. Failure To Perform A Contract**
     Damages arising out of failure of performance of contract by any insurer.
   - **d. Insufficiency Of Funds**
     Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."
   - **e. Inadequacy Of Performance Of Investment/Advice Given To Participate**
     Any "claim" or "suit" based upon:
     - **1)** Failure of any investment to perform;
     - **2)** Errors in providing information on past performance of investment vehicles; or
     - **3)** Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."
   - **f. Workers Compensation And Similar Laws**
     Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.
   - **g. ERISA**
     Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.
   - **h. Available Benefits**
     Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.
   - **i. Taxes, Fines Or Penalties**
     - **1)** Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or
     - **2)** Loss or damages arising out of the imposition of such taxes, fines or penalties.
   - **j. Employment-Related Practices**
     Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. **Supplementary Payments - Coverages A and B**
   For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages **A** and **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:
   - **a.** Each of your "employees" who is or was authorized to administer your "employee benefit program."
   - **b.** Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- **c.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   - **a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
   - **b.** Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

- **1)** The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
  - **a)** Insureds;
  - **b)** "Claims" made or "suits" brought;
  - **c)** Persons or organizations making "claims" or bringing "suits";
  - **d)** Acts, error or omissions which result in loss; or
  - **e)** Benefits included in your "employee benefit program."
- **2)** $2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- **3)** Subject to the above Limit, $1,000,000 is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - **a)** An act, error or omission; or
  - **b)** A series of acts, errors or omissions

  negligently committed in the "administration" of your "employee benefit program."

  However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. **Deductible**
   - **a.** Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of $1,000. The limits of insurance shall not be reduced by the amount of this deductible.
   - **b.** The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
   - **c.** The terms of this insurance, including those with respect to:
     - **1)** Our right and duty to defend any "suits" seeking those damages; and
     - **2)** Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"

     apply irrespective of the application of the deductible amount.
   - **d.** We may pay any part or all of the deductible amount to effect settlement of any "claim" or

"suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. **Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"**
   - **a.** You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
     - **1)** What the act, error or omission was and when it occurred; and
     - **2)** The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
   - **b.** If a "claim" is made or "suit" is brought against any insured, you must:
     - **1)** Immediately record the specifics of the "claims" or "suit" and the date received; and
     - **2)** Notify us as soon as practicable.

     You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
   - **c.** You and any other involved insured must:
     - **1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
     - **2)** Authorize us to obtain records and other information;
     - **3)** Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
     - **4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
   - **d.** No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. **Other Insurance**
   If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:
   - **a. Primary Insurance**
     This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.
   - **b. Excess Insurance**
     Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

     When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
     When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
     - **1)** The total amount that all such other insurance would pay for the loss in absence of this insurance; and
     - **2)** The total of all deductible and self-insured amounts under all that other insurance.

     We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.
   - **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:
   a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
   b. Handling records in connection with the "employee benefit program"; or
   c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

   However, "administration" does not include handling payroll deductions.
2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.
   a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
   b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
   c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
   d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or

organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

   However, the insurance afforded to such additional insured described above:
   a. only applies to the extent permitted by law; and
   b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:
   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
      1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      2) Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.
   b. "Bodily injury" or "property damage" occurring after:
      1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
      2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

   However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such

person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

   This insurance does not apply to:
   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
   b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

   However, the insurance afforded to such additional insured described above:
   a. only applies to the extent permitted by law; and
   b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

   However, the insurance afforded to such additional insured described above:
   a. only applies to the extent permitted by law; and
   b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

   However, the insurance afforded to such additional insured described above:
   a. only applies to the extent permitted by law; and
   b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. An express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
      2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

F. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

G. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is
amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

H. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV.2. - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

J. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

   We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
5. The insurance under the Voluntary Property Damage shall not apply:
   a. To "loss" of property at premises owned, rented, leased, operated, or used by you;
   b. To "loss" of property while in transit;
   c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
   d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
   e. To "loss" of property included within the "Products/Completed Operations Hazard";
   f. To "loss" of property which is an "auto" or "mobile equipment."
   g. To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

K. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;
2) A watercraft you do not own that is:
   a) Less than 60 feet long; and
   b) Not being used to carry persons or property for a charge;
3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
5) "Bodily injury" or "property damage" arising out of:
   a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
   b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
6) An aircraft you do not own provided it is not operated by any insured.

L. Fire, Sprinkler Leakage Or Explosion

1. **SECTION I - GENERAL LIABILITY COVERAGES** is amended as follows:
   a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:
   Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.
   But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.
   b. **Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:
   6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.
   But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.
2. The Damage to Premises Rented To You Limit is $300,000 unless a higher limit is shown on the declaration or change endorsement.

3. Paragraph 4.b. of the Other Insurance is amended as follows:
   The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:
   The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

M. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" cause directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.
2. **EXCLUSIONS**
   a. With regard only to the coverage provided by this extension K., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following for this extension only:
   f. Pollution
   Any loss, cost or expense arising out of any:
   1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
   2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
   3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

N. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

O. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:
Paragraph **1.b.** is replaced by the following:
Up to $2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $400 a day because of time off from work.

P. Reasonable Force Expansion - Property Damage

Exclusion 2.a. of Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This

exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. Lost Key Coverage

1. SECTION I - COVERAGES
   COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY
   Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

   However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:
   a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
   b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.
2. SECTION II - WHO IS AN INSURED

   The following is added to item **2.a.2)b):**

   However, coverage is provided for the loss of keys which are in the possession of the insured or his"employees," subject to the following additional provisions:
   a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his ¿employees¿ or agents;
   b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

R. Personal and Advertising Injury Definition

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:
The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

S. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:
When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:
a. There shall be no duplication of the Limits of Insurance.
b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

T. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:
LIBERALIZATION
If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SF Community Housing Trust

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 31, 2021 12:55 MDT)	Chief Procurement Officer	May 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE COMMUNITY HOUSING
DBA: SANTA FE COMMUNITY HOUSING

Business Location: 1111 AGUA FRIA ST
SANTA FE, NM 87501

CRS Number: 02-171649-00-8

Owner: Hollie Hester

License Number: 227214

License Type: Business License - Renewable

Issued Date: March 11, 2021

Classification: Business Registration - Standard

Expiration Date: March 11, 2022

Fees Paid: $35.00

Description: NON-PROFIT

SANTA FE COMMUNITY HOUSING
1111 Agua Fria Street ST
SANTA FE, NM 87504

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **SFPS - Adelante** 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

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide direct housing assistance to 30 households in Santa Fe who are experiencing housing homelessness or housing instability. Target household income range is less than 30% Area Median Income (AMI). Eligible housing expenses include rent, rental arrears, utility costs, utility arrears, rent/utility deposits and other payments to ensure that the family avoids eviction or is rehoused quickly.

B. Eligibility for assistance is determined if a family meets the following criteria:

1) Lives with a child or teen attending school in the Santa Fe Public School District (SFPS);

2) Lives within the city of Santa Fe;

3) Qualifies for services from Adelante, as determined by the McKenny-Vento Homeless Assistance Act;

4) Demonstrates need for the financial assistance (documents include: eviction notice, utility disconnect notice, communication from housing provider, etc.)

C. Contractor will report to the City on a quarterly basis the use the funds, program outcomes achieved, AMI% of assisted households, size of household, address of home and other demographic information as required by the City's quarterly reporting form.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

E. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) 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, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred thousand dollars ($100,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($100,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in**

excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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. <u>Term</u>.

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.

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. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: SFPS – Adelante
1300 Camino Sierra Vista
Santa Fe, NM 87505

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
SFPS – ADELANTE

Sue O'Brien (May 6, 2021 08:48 MDT)

SUSAN O'BRIEN
DIRECTOR, STUDENT WELNESS

New Mexico Taxation and Revenue Dept.
CRS# N/A
City of Santa Fe Business Registration No. N/A

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 4, 2021 14:46 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ #

2021-2022 Contract for SFPS - Adelante $100,000

Final Audit Report 2021-05-06

Created:	2021-05-06
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwo-iw1GbYkFxWjZYPFkz1zJVXBlSarWx

"2021-2022 Contract for SFPS - Adelante $100,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-06 - 2:31:15 PM GMT- IP address: 63.232.20.2

Document emailed to Sue O'Brien (sueobrien@sfps.k12.nm.us) for signature
2021-05-06 - 2:31:36 PM GMT

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Document e-signed by Sue O'Brien (sueobrien@sfps.k12.nm.us)
Signature Date: 2021-05-06 - 2:48:03 PM GMT - Time Source: server- IP address: 64.90.146.213

Agreement completed.
2021-05-06 - 2:48:03 PM GMT

Adobe Sign

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgTBFYbIvMWeHki57GzrX1HvS1irYqKid

"Packet_Memo_2021_AHTF_revised" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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Document emailed to rich brown (rdbrown@santafenm.gov) for signature
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Email viewed by rich brown (rdbrown@santafenm.gov)
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Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 9:40:12 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-05-12 - 9:40:12 PM GMT

Adobe Sign

AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtxFoMiLzR5pYdrenQWZt7VXQuoFTYjF

"AHTF - Memo 2021-2022" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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Document e-signed by AGL (agladd@santafenm.gov)
Signature Date: 2021-05-12 - 9:55:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-12 - 9:55:17 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202688

Contractor: **SFPS - Adelante**

Description: **Provide direct housing assistance to 30 households in SF who are experiencing housing homelessness or housing instability**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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 Contract: 07/01/2021 ($100,000)

3. **Procurement History:** **RFP: 21/25/P**

Fran Delaway (May 31, 2021 12:54 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: RFP 21/25/P AHTF Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** **AHTF** **Org / Object:** **2400223.510500**

Andy Hopkins (May 26, 2021 10:07 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2020

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 Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	**CONTACT NAME:** Risk Service **PHONE (A/C, No, Ext):** (800) 578-8802 **FAX (A/C, No):** (818) 449-9449 **E-MAIL ADDRESS:** RServices@pomsassoc.com
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 410 Old Taos Highway Santa Fe NM 87501	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** New Mexico Public Schools Insurance Authority **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Santa Fe PS **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR ☒ Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			MOC NO. L0023	07/01/2020	07/01/2021	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							Maximum Liability	$ 1,050,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Self-Insured Retention for Liability is $750,000. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

Evidence of insurance

CERTIFICATE HOLDER

City of Santa Fe
Office of Affordable Housing
500 Market Street, Ste 200
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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability
Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.

- Commercial General Liability
- Products and Completed Operations
- Professional Liability
- Contractual Liability

Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]

- $400,000 Bodily Injury Per Person
- $200,000 Property Damage Per Property Address
- $300,000 Medical
- $750,000 Per Occurrence
- $1,050,000 Combined Limit/Maximum Liability

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SFPS - Adelante

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 31, 2021 12:54 MDT)	Chief Procurement Officer	May 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **St. Elizabeth Shelter** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide site-based rental assistance at the Santa Fe Suites to cover the gap between an affordable rent (assuming renter pays no more than 30% of their income toward their housing costs) and the actual market rate or subsidized rate for each unit.

B. Provide subsidy for fifteen (15) units at Santa Fe Suites, including rent and deposits to serve households at targeted income ranges as follows: twelve (12) households earning less than 30% Area Median Income (AMI) and three (3) households earning 30 – 50%AMI. Funds may also be used to partially subsidize additional units, depending on tenants' abilities to pay a portion of their rents.

C. Funds can be used for those recently experiencing homelessness, at risk of becoming homeless or those in the workforce who would experience housing instability if not assisted. Contractor will assess and coordinate appropriate social support services for each assisted renter.

D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that shelter intake staff is trained in completing an assessment identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

c. Select from the NM CES prioritized list to fill openings when appropriate.

d. Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

E. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

F. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

G. Professional Certifications

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. 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, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred fifty thousand dollars ($150,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($150,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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, 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.

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. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: St. Elizabeth Shelter
804 Alarid St
Santa Fe, NM 87505

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
ST. ELIZABETH SHELTER

Edward Archuleta
Edward Archuleta (May 11, 2021 11:56 MDT)

EDWARD ARCHULETA
EXECUTIVE DIRECTOR
New Mexico Taxation and Revenue
Dept: CRS# 02-059151-009
City of Santa Fe Business Registration
No. 228976

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (May 11, 2021 10:51 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

St. Elizabeth Shelter - AHTF $150,000

Final Audit Report 2021-05-11

Created:	2021-05-11
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
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"St. Elizabeth Shelter - AHTF $150,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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Document emailed to Edward Archuleta (director@steshelter.org) for signature
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Agreement completed.
2021-05-11 - 5:56:38 PM GMT

Adobe Sign

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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Document emailed to rich brown (rdbrown@santafenm.gov) for signature
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Signature Date: 2021-05-12 - 9:40:12 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
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Adobe Sign

AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

Created:	2021-05-12
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"AHTF - Memo 2021-2022" History

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Signature Date: 2021-05-12 - 9:55:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-12 - 9:55:17 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202689

Contractor: **St. Elizabeth Shelter**

Description: **Provide site-based rental assistance at the Santa Fe Suites to cover the gap between an affordable rent and the actual market rate rent**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[ ] 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 Contract: 07/01/2021 ($150,000)

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (May 31, 2021 12:53 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: FP 21/25/P AHTF Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** **AHTF** **Org / Object:** **2400223.510500**

Andy Hopkins (May 26, 2021 10:06 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: CONRAD SCHOTT
ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER A: PHILADELPHIA INDEMNITY INS CO	
	INSURER B: NEW MEXICO MUTUAL CASUALTY	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2019-01 **REVISION NUMBER:**

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

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

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

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: St. Elizabeth Shelter (SF Suites)

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 31, 2021 12:53 MDT)	Chief Procurement Officer	May 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: VINCENT'S LEGACY LLC
DBA: VINCENT'S LEGACY LLC

Business Location: P.O. BOX S CHURCH STREET STATION
NEW YORK, NY 10008

CRS Number: 03539318001

Owner: Kaitlin Miller

License Number: 228976

License Type: Business License - Renewable

Issued Date: December 11, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 11, 2021

Fees Paid: $10.00

VINCENT'S LEGACY LLC
PO BOX 3524 CHURCH STREET STATION
NEW YORK, NY 10008

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **YouthWorks!** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide financial assistance to cover housing costs (rents, arrears, utilities, security deposits, etc.) for forty-five (45) youth and their families earning no more than 60% of Area Median Income (AMI) with the goal of serving the following income tiers:

a. Twenty (20) households with incomes less than 30%AMI

b. Eighteen (18) households earning 30-50%AMI

c. Seven (7) households earning 50-65%AMI

B. Provide housing case management services and additional financial assistance leveraged from other funding sources for each recipient of AHTF assistance with the goal of improving longer term housing outcomes. This includes: assessment of basic needs, development of integrated housing plan, identification/alignment of services and resource referral, and support of self-sufficiency through skills development, counseling, educational guidance, job training, and job placement.

C. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

1) Ensure that shelter intake staff is trained in completing an assessment identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

2) Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

3) Select from the NM CES prioritized list to fill openings when appropriate.

4) Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

F. <u>Professional Certifications</u>

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) 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, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred thousand dollars ($100,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($100,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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, 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.

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. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Youth Works
1000 Cordova Place #415
Santa Fe, NM 87505

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
YOUTH WORKS

melynn o'dell (May 6, 2021 09:32 MDT)
MELYNN SCHUYLER
EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue
Dept: CRS# 02-471161-00-6
City of Santa Fe Business Registration
No. 222597

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (May 4, 2021 14:51 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgTBFYbIvMWeHki57GzrX1HvS1irYqKid

"Packet_Memo_2021_AHTF_revised" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 9:30:53 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-05-12 - 9:31:40 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-05-12 - 9:40:01 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 9:40:12 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
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Adobe Sign

AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtxFoMiLzR5pYdrenQWZt7VXQuoFTYjF

"AHTF - Memo 2021-2022" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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Document emailed to AGL (agladd@santafenm.gov) for signature
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Email viewed by AGL (agladd@santafenm.gov)
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Document e-signed by AGL (agladd@santafenm.gov)
Signature Date: 2021-05-12 - 9:55:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
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Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202690

Contractor: **YouthWorks!**

Description: **Provide financial assistance to coer housing costs (rents, arrears, utilities, security deposits, etc) for 45 youth and their families earning no more than 60% AMI**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[☐] 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 Contract: 07/01/2021 ($100,000)

3. **Procurement History:** **RFP: 21/25/P**

Fran Delaway (May 31, 2021 12:52 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: FP 21/25/P AHTF Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** **AHTF** **Org / Object:** **2400223.510500**

Andy Hopkins (May 26, 2021 10:06 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

YOUTINC-03 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Selective Insurance Company of America — 12572
INSURED Youthworks, Inc. 1000 Cordova Place #415 Santa Fe, NM 87505	INSURER B : New Mexico SW Casualty Co INSURER C : Selective INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		S 2305636	7/2/2020	7/2/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			S 2305636	7/2/2020	7/2/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S 2305636	7/2/2020	7/2/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0101668	8/1/2020	8/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Commercial Property			S 2305636	7/2/2020	7/2/2021		
C	Professional Liab.			S 2305636	7/2/2020	7/2/2021		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects: YouthWorks Summer Meals Program 6/1/2020 - 8/15/2020

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: YouthWorks!

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 31, 2021 12:52 MDT) Chief Procurement Officer		May 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: MELYNN SCHUYLER

License Number: 222597

Issued Date: November 25, 2020

Expiration Date: November 25, 2021

CRS Number: 02-471161-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE , NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

p) Request for Approval of the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP #21/25/P totaling $1,225.000. (Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

Committee	**Review:**
Quality of Life Committee:	06/16/2021
Finance Committee:	06/21/2021
Governing Body:	06/30/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

Request for Approval of the Allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the Attached Contracts Awarded in Response to RFP #21/25/P Totaling $1,225,000. (Alexandra Ladd, Director of Office of Affordable Housing:agladd@santafenm.gov 505-303-9868)

Committee Review:
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

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	X		

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Coming Home Connections (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Provide staffing for "Casa Cielo", a residence that offers hospice support services in a home setting for individuals with terminal health conditions and determined to be near an end of life state, as determined by a physician. Conditions for funding include:

a. The staff on the CDBG-funded payroll must be directly involved in the daily operation of the funded program/activities;

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Prior to commencement of funded activity, subrecipient will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the funded activities, if applicable.

B. Provide services including hospice health care services, nutritional support, and related coordination of care.

C. Serve a minimum of eight (8) individuals who meet federal definitions of homelessness or other standards of housing instability.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, and specifying eligibility of people served.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant

(hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order

to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the

City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed twenty thousand dollars

($20,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($20,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this

Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. TERM

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.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available

under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The New Mexico Community Foundation will act as Coming Home's Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any

budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses

established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and

incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested

action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without

regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition,

"minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

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:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may be sent to:

Coming Home Connections .
418 Cerrillos Road #27
Santa Fe, NM 87501

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this

Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of

said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or

cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI 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.

XXXII. 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 insured.

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.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role

of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or

disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that

of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence

from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which

prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder

is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. 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. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not

waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

SUBRECIPIENT:
COMING HOME CONNECTIONS

JoDee Powers
JoDee Powers (Apr 23, 2021 12:13 MDT)

_____
JODEE POWERS
EXECUTIVE DIRECTOR

DATE:_____

FISCAL AGENT:
NM COMMUNITY FOUNDATION

Carla Melendez

_____
CARLA MELENDEZ
FINANCE DIRECTOR

New Mexico Taxation and Revenue Dept.
CRS No.02409957001
City of Santa Fe Business Registration No. 48763

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 14, 2021 13:12 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

2402750.510400 AJH
AJH
ORG/OBJ #

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Coming Home Connection) – (Casa Cielo)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$ 20,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)	CHC $140,000			**140,000**
				$
Total of all funding sources				**$160,000**

The following chart details how the secured funding amount will support the various aspects of (Coming Home Connection) (Casa Cielo).

Cost	CDBG Allocation
	$20,000
Cost	Private Leveraged Funds
Other	$140,000
Total	$160,000

FY 2021-2022 - Coming Home - CDBG $20,000

Final Audit Report 2021-04-23

Created:	2021-04-14
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXCt6B_7YMSyyPA4Y9y538W37EjeE2f_S

"FY 2021-2022 - Coming Home - CDBG $20,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-04-14 - 7:53:09 PM GMT- IP address: 63.232.20.2

Document emailed to JoDee Powers (jodee@cominghomeconnection.org) for signature
2021-04-14 - 7:53:50 PM GMT

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2021-04-14 - 8:29:00 PM GMT- IP address: 66.102.6.155

Email viewed by JoDee Powers (jodee@cominghomeconnection.org)
2021-04-23 - 6:12:32 PM GMT- IP address: 66.249.80.109

Document e-signed by JoDee Powers (jodee@cominghomeconnection.org)
Signature Date: 2021-04-23 - 6:13:15 PM GMT - Time Source: server- IP address: 75.150.18.82

Agreement completed.
2021-04-23 - 6:13:15 PM GMT

Adobe Sign

2021-2022 Coming Home - CDBG $20,000

Final Audit Report 2021-04-23

Created:	2021-04-23
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvb4VMEYCr6L2pBX0PHZsWfISG4LUMNOi

"2021-2022 Coming Home - CDBG $20,000" History

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2021-04-23 - 8:53:20 PM GMT- IP address: 70.88.162.161

Document e-signed by Carla Melendez (cmelendez@newmexicofoundation.org)
Signature Date: 2021-04-23 - 8:53:56 PM GMT - Time Source: server- IP address: 70.88.162.161

Agreement completed.
2021-04-23 - 8:53:56 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202676

Contractor: **Coming Home Connections (Fiscal Agen: NM Community Foundation**

Description: **End of Life Support**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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 contract: $20,000

3. **Procurement History:** **RFP: 21/24/P**

Fran Dunaway (May 27, 2021 08:37 MDT)

Purchasing Officer Review: Date: May 27, 2021

Comment & Exceptions: CDBG RFP # 21/224/P Coming Home $20k. 7.1.21 - 6.30.22

4. **Funding Source:** **CDBG** **Org / Object:** **2402750.510400**

Andy Hopkins (May 26, 2021 09:55 MDT)

Budget Officer Approval: Date: May 26, 2021

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Coming Home Connections (Fiscal Agent: NM Community Foundation)

Procurement Title: RFP #221/24/P (CDBG)

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 OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 27, 2021 08:37 MDT)	Chief Procurement Officer	May 27, 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
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: COMING HOME CONNECTION
DBA: COMING HOME CONNECTION

Business Location: 418 CERRILLOS RD 27
SANTA FE , NM 87501

Owner: Jodee Powers

License Number: 48763

Issued Date: January 18, 2021

Expiration Date: January 18, 2022

CRS Number: 02409957001

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

COMING HOME CONNECTION
418 CERRILLOS RD 27 M
SANTA FE , NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/18/2021

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

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

PRODUCER Infinity Commercial Insurance Inc dba Infinity Insurance Partners 4455 E Camelback Rd Ste E-260 Phoenix AZ 85018	**CONTACT NAME:** Insurance Certificates **PHONE (A/C, No, Ext):** 602-512-1319 **FAX (A/C, No):** 602-391-2821 **E-MAIL ADDRESS:** certificates@infinityinspart.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Lloyds of London **INSURER B :** CopperPoint Casualty Insurance Company 13210 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED THECOMI-01 The Coming Home Connection, Inc. 418 Cerrillos Rd Ste 27 Santa Fe NM 87501	

COVERAGES **CERTIFICATE NUMBER:** 1069854436 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			HAHA21-0213	2/12/2021	2/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ Included $ 2,500
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HAHA21-0213	2/12/2021	2/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1022371	2/13/2021	2/13/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Professional Liability Claims-Made & Incident Sensitive Retroactive Date 2/12/2016			HAHA21-0213	2/12/2021	2/12/2022	Per Claim Limit Aggregate Limit Deductible	$1,000,000 $2,000,000 $2,500

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

Sexual Misconduct coverage included in Professional Liability: $1,000,000 per claim; $2,000,000 aggregate; $2,500 deductible; retroactive date 2/12/2017

Subject to all policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Santa Fe

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Santa Fe, New Mexico

memo

Date: May 12, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Rich Brown, Community Development Director Richard Brown
From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (May 13, 2021 10:14 MDT)

Re: Approval of RFP# 21/24/P and 2021-22 CDBG Contracts

ACTION REQUESTED:
Review and approve the allocation of 2021-2022 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# 21/24/P and program administration cost (Contract total: $556,067, plus Administration $122,809)

RFP# 21/24/P (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS – ADELANTE Elementary School Liaison	3202680	1027	2402750	510400	**$ 20,106.00**
COMING HOME CONNECTION – Casa Cielo End of Life Residence	3202676	7754	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY – Home Repair Program	3202679	2677	2402750	510400	**$ 100,000.00**
HOMEWISE – Mortgage Reduction	3202677	2481	2402750	510400	**$ 300,000.00**
INTERFAITH SHELTER – Women's Safe Haven	3202678	3783	2402750	510400	**$ 32,000.00**
ST ELIZABETH SHELTER – Facility Rehabilitation	3202681	1552	2402750	510400	**$ 63,961.00**
YOUTH SHELTERS- Cold Weather Shelter	3202682	1624	2402750	510400	**$ 20,000.00**

BACKGROUND
The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Funding recommendations are made according to the community development goals outlined in the City's Consolidated Plan. Eligible projects must comply with three national objectives: benefit low/mod income persons (LMI), prevent slum or blight, or meet an urgent need. Santa Fe uses funds exclusively for LMI benefit.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries.

In early February 2021, RFP #21/24/P and RFP #21/25/P were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 3 to hear applicant presentations. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP #21/24/P PY 2021-22 (CDBG)

Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Housing	Homewise (Mortgage Principal Assistance)	$300,000	$150,000	**$ 450,000.00**
	Habitat for Humanity (Home Repair)	$100,000	0	**$ 100,000.00**
Public Facilities	St Elizabeth Shelter (Casa Familia, Casa Cerrillos Rehab)	$63,961	n/a	**$ 63,961.00**
Public Services (Cap @15%)	SFPS - Adelante (Elementary School Liaison)	$20,106	n/a	**$ 20,106.00**
	Interfaith Shelter (Womens' Summer Safe Haven)	$32,000	n/a	**$ 32,000.00**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$20,000	n/a	**$ 20,000.00**
	Casa Cielo End of Life Care	$20,000	n/a	**$ 20,000.00**
Program Administration (Cap @20% of $614,044)		$122,809	n/a	**$ 122,810.00**
Total CDBG EN (+ reprogrammed prior year funds)		**$678,877.00**	**$150,000.00**	**$ 828,877.00**

* The City's entitlement grant for 2021 = $614,044, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($64,832) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

Packet_Memo_2021_CDBG_FINAL

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1bhGDhTEN0ygFt5kwe7bml26bp7fMS4m

"Packet_Memo_2021_CDBG_FINAL" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 11:01:39 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-05-12 - 11:01:59 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-05-12 - 11:59:43 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 11:59:53 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-05-12 - 11:59:53 PM GMT

Adobe Sign

Memo

Final Audit Report 2021-05-13

Created:	2021-05-13
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT0H-OyBUQtCXVtdBNVP5r5vZd98A7zP5

"Memo" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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2021-05-13 - 4:13:38 PM GMT- IP address: 63.232.20.2

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-05-13 - 4:14:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-13 - 4:14:02 PM GMT

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Homewise, Inc. (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Provide mortgage principal reduction assistance loans for a minimum of ten (10) households with incomes at or below 80% AMI. Loans are no-payment, 0% interest, and deferred for repayment until property is transferred.

B. The amount of assistance is capped at $30,000 per household.

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI % of assisted households, size of household, addresses of assisted homes, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and

levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall

submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received

from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed three hundred thousand dollars ($300,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($300,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total**

compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. TERM

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.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which

clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient

and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and

professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues

making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with

the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid

or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under

this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the

City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

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:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Homewise
1301 Siler Road, Building D
Santa Fe, NM 87507

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its

articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2

CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI 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.

XXXII. 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 insured.

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.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV.ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required

therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of

24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative

of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. 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. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____

ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

SUBRECIPIENT:
HOMEWISE

laura Altomare
laura Altomare (Apr 14, 2021 11:24 MDT)

LAURA ALTOMARE
ACTING CHIEF EXECUTIVE OFFICER

DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. 02-062377-00-1
City of Santa Fe Business Registration No. 223754

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 12, 2021 13:05 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750. 510400 AJH
ORG/OBJ #

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Homewise)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$300,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)	FNMA and Homewise Loan Fund (Committed) = $2,355,050 Buyer contributions = $53,400	Federal Home Loan Bank (Committed) = $55,000		**$2,463,450**
				$
Total of all funding sources				**$2,763,450**

The following chart details how the secured funding amount will support the various aspects of (Homewise).

Cost	CDBG Allocation
CDBG Funds	$300,000
Home purchase	$2,463,450
Cost	Private Leveraged Funds
Other	
Total	$2,763,450

FY 2021-2022 - Homewise - CDBG $300,000

Final Audit Report 2021-04-14

Created:	2021-04-14
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs21rOVT_mbFo4xS2j0ga6gebLCXATCHW

"FY 2021-2022 - Homewise - CDBG $300,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-04-14 - 4:50:38 PM GMT- IP address: 63.232.20.2

Document emailed to laura Altomare (laltomare@homewise.org) for signature
2021-04-14 - 4:51:19 PM GMT

Email viewed by laura Altomare (laltomare@homewise.org)
2021-04-14 - 5:23:52 PM GMT- IP address: 98.249.102.236

Document e-signed by laura Altomare (laltomare@homewise.org)
Signature Date: 2021-04-14 - 5:24:41 PM GMT - Time Source: server- IP address: 98.249.102.236

Agreement completed.
2021-04-14 - 5:24:41 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202677

Contractor: **Homewise**

Description: **Principal Reduction**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[ ] 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 contract: $300,000

3. **Procurement History:** **RFP: 21/24/P**

Fran Duraway (May 27, 2021 08:36 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: CBDG RFP 21/24/P Homewise $300k. 7.1.21 - 6.30.22

4. **Funding Source:** **CDBG** **Org / Object:** **2402750.510400**

Andy Hopkins (May 26, 2021 09:54 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Homewise

Procurement Title: RFP #221/24/P (CDBG)

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 OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 27, 2021 08:36 MDT)	Chief Procurement Officer	May 27, 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

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

BUSINESS REGISTRATION

Business Name: HOMEWISE
DBA: HOMEWISE

Business Location: 1301 SILER RD D
SANTA FE, NM 87501

CRS Number: 02062377001

Owner: HOMEWISE

License Number: 223754

License Type: Business License - Renewable

Issued Date: December 18, 2020

Classification: Business Registration - Standard

Expiration Date: December 18, 2021

Fees Paid: $35.00

HOMEWISE
1301 SILER RD D
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

HOMEINC-05 CEDISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Company — 20230 INSURER B : New Mexico Premier Insurance Company — 13675 INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CLP8361218	5/23/2021	5/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CLP8361218	5/23/2021	5/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CXS9657964	5/23/2021	5/23/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5950128	12/3/2020	12/3/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	FF Excess Liability			MKLV7EUE100459	5/23/2021	5/23/2022	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE100459	5/23/2021	5/23/2022	Aggregate	3,000,000

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

*COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL222769521 - Eff: 5/23/2020 to 5/23/2021 - Underwriters at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim.

.

SEE ATTACHED ACORD 101

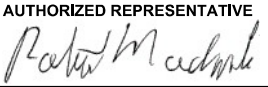
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: HOMEINC-05 CEDISON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II –** Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2.** applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word "fire" is changed to "fire, sprinkler leakage or explosion" where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a.** under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c.** through **n.** do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

"Property damage" to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2) Premises you give away or abandon, if the "property damage" arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of "your work".

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

SECTION I - COVERAGES, Coverage A, Exclusion **l.** Damage to Your Work, is replaced with the following:

1. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of "your work" that causes the "property damage."

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system" incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2.** and **3.** of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi" or bacteria, "silica" or "silica-related dust" or "exterior insulation and finish system" incidents. This provision **B.1.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to "bodily injury" or "property damage" arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system incident" but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2.**, Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. "Personal and Advertising Injury" arising out of a "fungi or bacteria incident."

c. "Personal and Advertising Injury" arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g.** is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2.** Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a.** of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

City of Santa Fe, New Mexico

memo

Date: May 12, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Rich Brown, Community Development Director Richard Brown
From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (May 13, 2021 10:14 MDT)

Re: Approval of RFP# 21/24/P and 2021-22 CDBG Contracts

ACTION REQUESTED:
Review and approve the allocation of 2021-2022 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# 21/24/P and program administration cost (Contract total: $556,067, plus Administration $122,809)

RFP# 21/24/P (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS – ADELANTE Elementary School Liaison	3202680	1027	2402750	510400	**$ 20,106.00**
COMING HOME CONNECTION – Casa Cielo End of Life Residence	3202676	7754	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY – Home Repair Program	3202679	2677	2402750	510400	**$ 100,000.00**
HOMEWISE – Mortgage Reduction	3202677	2481	2402750	510400	**$ 300,000.00**
INTERFAITH SHELTER – Women's Safe Haven	3202678	3783	2402750	510400	**$ 32,000.00**
ST ELIZABETH SHELTER – Facility Rehabilitation	3202681	1552	2402750	510400	**$ 63,961.00**
YOUTH SHELTERS- Cold Weather Shelter	3202682	1624	2402750	510400	**$ 20,000.00**

BACKGROUND
The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Funding recommendations are made according to the community development goals outlined in the City's Consolidated Plan. Eligible projects must comply with three national objectives: benefit low/mod income persons (LMI), prevent slum or blight, or meet an urgent need. Santa Fe uses funds exclusively for LMI benefit.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries.

In early February 2021, RFP #21/24/P and RFP #21/25/P were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 3 to hear applicant presentations. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP #21/24/P PY 2021-22 (CDBG)

Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Housing	Homewise (Mortgage Principal Assistance)	$300,000	$150,000	**$ 450,000.00**
	Habitat for Humanity (Home Repair)	$100,000	0	**$ 100,000.00**
Public Facilities	St Elizabeth Shelter (Casa Familia, Casa Cerrillos Rehab)	$63,961	n/a	**$ 63,961.00**
Public Services (Cap @15%)	SFPS - Adelante (Elementary School Liaison)	$20,106	n/a	**$ 20,106.00**
	Interfaith Shelter (Womens' Summer Safe Haven)	$32,000	n/a	**$ 32,000.00**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$20,000	n/a	**$ 20,000.00**
	Casa Cielo End of Life Care	$20,000	n/a	**$ 20,000.00**
Program Administration (Cap @20% of $614,044)		$122,809	n/a	**$ 122,810.00**
Total CDBG EN (+ reprogrammed prior year funds)		**$678,877.00**	**$150,000.00**	**$ 828,877.00**

* The City's entitlement grant for 2021 = $614,044, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($64,832) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

Packet_Memo_2021_CDBG_FINAL

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
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Memo

Final Audit Report 2021-05-13

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By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Interfaith Community Shelter Group, Inc.(the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Funding will support the 30% of the cost of nightly staffing at the Women's Summer Safe Haven Shelter, which is open between mid-May through October. Conditions for funding include:

a. The staff on the CDBG-funded payroll must be directly involved in the daily operation of the funded program/activities.

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Prior to commencement of funded activity, subrecipient will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the funded activities, if applicable.

B. A minimum of one hundred sixty (160) extremely low-income women will be served at the facility.

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in

support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters

covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed thirty two thousand dollars ($32,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed**

($32,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the

City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. TERM

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.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient

may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement,

depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who

exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or

on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices

setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

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:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Interfaith Community Shelter Group, Inc.
2801 Cerrillos Road
Santa Fe, NM 87505

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of

this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in

and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI 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.

XXXII. 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 insured.

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.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written

consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40

CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar

as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to

compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than

those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to

business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. 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. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

SUBRECIPIENT:
INTERFAITH COMMUNITY SHELTER

Joseph Jordan-Berenis
Joseph Jordan-Berenis (Apr 15, 2021 09:25 MDT)

_____
JOSEPH JORDAN-BERENIS
EXECUTIVE DIRECTOR

DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. 031132553007
City of Santa Fe Business Registration No. 222294

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 14, 2021 13:44 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

2402750.510400 AJH
AJH
ORG/OBJ #

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Interfaith Community Shelter)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$ 32,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)				**$180,264**
				$
Total of all funding sources				**$212,264**

The following chart details how the secured funding amount will support the various aspects of (Interfaith Community Shelter).

Cost	CDBG Allocation
	$32,000
Cost	Private Leveraged Funds
Other	$180,264
Total	$212,264

FY 2021-2022 - Interfaith - CDBG $20,106

Final Audit Report 2021-04-15

Created:	2021-04-14
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAH0_L6AKgbRRIXJRy4MhEgXQkOqdrOxN

"FY 2021-2022 - Interfaith - CDBG $20,106" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-04-14 - 8:20:53 PM GMT- IP address: 63.232.20.2

Document emailed to Joseph Jordan-Berenis (joe@interfaithshelteresf.org) for signature
2021-04-14 - 8:21:18 PM GMT

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Agreement completed.
2021-04-15 - 3:25:06 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202678

Contractor: **Interfaith Community Center**

Description: **Women's Summer Safe Haven**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[☐] 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 contract: $32,000

3. **Procurement History:** **RFP: 21/24/P**

Fran Delaway (May 27, 2021 08:34 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: CDBG RFP # 21/24/P Interfaith $32k. 7.1.21 - 6.30.22

4. **Funding Source:** **CDBG** **Org / Object:** **2402750.510400**

Andy Hopkins (May 26, 2021 09:46 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Innterfaith Community Center

Procurement Title: RFP #221/24/P (CDBG)

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 OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (May 27, 2021 08:34 MDT)	Chief Procurement Officer	May 27, 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: May 12, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Rich Brown, Community Development Director Richard Brown
From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (May 13, 2021 10:14 MDT)

Re: Approval of RFP# 21/24/P and 2021-22 CDBG Contracts

ACTION REQUESTED:
Review and approve the allocation of 2021-2022 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# 21/24/P and program administration cost (Contract total: $556,067, plus Administration $122,809)

RFP# 21/24/P (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS – ADELANTE Elementary School Liaison	3202680	1027	2402750	510400	**$ 20,106.00**
COMING HOME CONNECTION – Casa Cielo End of Life Residence	3202676	7754	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY – Home Repair Program	3202679	2677	2402750	510400	**$ 100,000.00**
HOMEWISE – Mortgage Reduction	3202677	2481	2402750	510400	**$ 300,000.00**
INTERFAITH SHELTER – Women's Safe Haven	3202678	3783	2402750	510400	**$ 32,000.00**
ST ELIZABETH SHELTER – Facility Rehabilitation	3202681	1552	2402750	510400	**$ 63,961.00**
YOUTH SHELTERS- Cold Weather Shelter	3202682	1624	2402750	510400	**$ 20,000.00**

BACKGROUND
The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Funding recommendations are made according to the community development goals outlined in the City's Consolidated Plan. Eligible projects must comply with three national objectives: benefit low/mod income persons (LMI), prevent slum or blight, or meet an urgent need. Santa Fe uses funds exclusively for LMI benefit.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries.

In early February 2021, RFP #21/24/P and RFP #21/25/P were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 3 to hear applicant presentations. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP #21/24/P PY 2021-22 (CDBG)

Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Housing	Homewise (Mortgage Principal Assistance)	$300,000	$150,000	**$ 450,000.00**
	Habitat for Humanity (Home Repair)	$100,000	0	**$ 100,000.00**
Public Facilities	St Elizabeth Shelter (Casa Familia, Casa Cerrillos Rehab)	$63,961	n/a	**$ 63,961.00**
Public Services (Cap @15%)	SFPS - Adelante (Elementary School Liaison)	$20,106	n/a	**$ 20,106.00**
	Interfaith Shelter (Womens' Summer Safe Haven)	$32,000	n/a	**$ 32,000.00**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$20,000	n/a	**$ 20,000.00**
	Casa Cielo End of Life Care	$20,000	n/a	**$ 20,000.00**
Program Administration (Cap @20% of $614,044)		$122,809	n/a	**$ 122,810.00**
Total CDBG EN (+ reprogrammed prior year funds)		**$678,877.00**	**$150,000.00**	**$ 828,877.00**

* The City's entitlement grant for 2021 = $614,044, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($64,832) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

Packet_Memo_2021_CDBG_FINAL

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
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"Packet_Memo_2021_CDBG_FINAL" History

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2021-05-12 - 11:59:43 PM GMT- IP address: 71.228.116.134

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Adobe Sign

Memo

Final Audit Report 2021-05-13

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"Memo" History

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2021-05-13 - 3:18:35 PM GMT

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Agreement completed.
2021-05-13 - 4:14:02 PM GMT

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2020

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Melanie Martinez
PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS: melanie.martinez@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : New Mexico Employer's Assurance Company	13674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Interfaith Community Shelter Group Inc.
PO Box 22653
Santa Fe, NM 87502

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		PHPK2185709	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							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
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2185709	11/1/2020	11/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		63790.112	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Each Occurrence	1,000,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Aggregate	2,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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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: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Business Registration - Standard

Expiration Date: March 25, 2022

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Santa Fe Habitat For Humanity (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Provide rehabilitation services for a minimum of twenty (20) owner occupied homes for households with incomes below 60% AMI. A maximum amount of assistance per household is targeted to be $14,000.

B. The Subrecipient shall comply with procurement standards and procedures set for by the City of Santa Fe. These standards reflect applicable State and local laws, and conform to applicable Federal law and the standards identified in 2 CFR 200.318. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, address of home and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of

expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other

data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed one hundred thousand dollars ($100,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($100,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to**

provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. TERM

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.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end

of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this

Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records

necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG

funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative

agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age,

religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the

performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

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:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

SF Habitat For Humanity .
2520 Camino Entrada Ste. A
Santa Fe, NM 87507

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2

CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI 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.

XXXII. 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 insured.

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.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-

contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to

meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood

Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel

employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq*.), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq*.), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this

paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or

understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. 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. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____

ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

SUBRECIPIENT:
SANTA FE HABITAT FOR HUMANITY

Kurt Krahn
Kurt Krahn (Apr 16, 2021 09:55 MDT)

KURT KRAHN
EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue Dept.
CRS No. 02-070960-00-9
City of Santa Fe Business Registration No. 225494

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 12, 2021 13:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

ORG/OBJ #

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Santa Fe Habitat For Humanity)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$100,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)				
				$31,200
Total of all funding sources				**$131,200**

The following chart details how the secured funding amount will support the various aspects of (Santa Fe Habitat For Humanity – Home Repair).

Cost	CDBG Allocation
CDBG Funding	$100,000
Cost	Private Leveraged Funds
Other	$31,200
Total	$131,200

City of Santa Fe, New Mexico

memo

Date: May 12, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Rich Brown, Community Development Director Richard Brown
From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (May 13, 2021 10:14 MDT)

Re: Approval of RFP# 21/24/P and 2021-22 CDBG Contracts

ACTION REQUESTED:
Review and approve the allocation of 2021-2022 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# 21/24/P and program administration cost (Contract total: $556,067, plus Administration $122,809)

RFP# 21/24/P (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS – ADELANTE Elementary School Liaison	3202680	1027	2402750	510400	**$ 20,106.00**
COMING HOME CONNECTION – Casa Cielo End of Life Residence	3202676	7754	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY – Home Repair Program	3202679	2677	2402750	510400	**$ 100,000.00**
HOMEWISE – Mortgage Reduction	3202677	2481	2402750	510400	**$ 300,000.00**
INTERFAITH SHELTER – Women's Safe Haven	3202678	3783	2402750	510400	**$ 32,000.00**
ST ELIZABETH SHELTER – Facility Rehabilitation	3202681	1552	2402750	510400	**$ 63,961.00**
YOUTH SHELTERS- Cold Weather Shelter	3202682	1624	2402750	510400	**$ 20,000.00**

BACKGROUND
The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Funding recommendations are made according to the community development goals outlined in the City's Consolidated Plan. Eligible projects must comply with three national objectives: benefit low/mod income persons (LMI), prevent slum or blight, or meet an urgent need. Santa Fe uses funds exclusively for LMI benefit.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries.

In early February 2021, RFP #21/24/P and RFP #21/25/P were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 3 to hear applicant presentations. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP #21/24/P PY 2021-22 (CDBG)

Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Housing	Homewise (Mortgage Principal Assistance)	$300,000	$150,000	**$ 450,000.00**
	Habitat for Humanity (Home Repair)	$100,000	0	**$ 100,000.00**
Public Facilities	St Elizabeth Shelter (Casa Familia, Casa Cerrillos Rehab)	$63,961	n/a	**$ 63,961.00**
Public Services (Cap @15%)	SFPS - Adelante (Elementary School Liaison)	$20,106	n/a	**$ 20,106.00**
	Interfaith Shelter (Womens' Summer Safe Haven)	$32,000	n/a	**$ 32,000.00**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$20,000	n/a	**$ 20,000.00**
	Casa Cielo End of Life Care	$20,000	n/a	**$ 20,000.00**
Program Administration (Cap @20% of $614,044)		$122,809	n/a	**$ 122,810.00**
Total CDBG EN (+ reprogrammed prior year funds)		**$678,877.00**	**$150,000.00**	**$ 828,877.00**

* The City's entitlement grant for 2021 = $614,044, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($64,832) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

Packet_Memo_2021_CDBG_FINAL

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1bhGDhTEN0ygFt5kwe7bml26bp7fMS4m

"Packet_Memo_2021_CDBG_FINAL" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 11:01:39 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-05-12 - 11:01:59 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-05-12 - 11:59:43 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 11:59:53 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-05-12 - 11:59:53 PM GMT

Adobe Sign

Memo

Final Audit Report 2021-05-13

Created:	2021-05-13
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT0H-OyBUQtCXVtdBNVP5r5vZd98A7zP5

"Memo" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-13 - 3:17:23 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2021-05-13 - 3:18:35 PM GMT

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2021-05-13 - 4:13:38 PM GMT- IP address: 63.232.20.2

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-05-13 - 4:14:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-13 - 4:14:02 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202679

Contractor: **SF Habitat For Humanity**

Description: **Provide rehab services to a minimum of 20 owner-occupied homes**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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 contract: $100,000

3. **Procurement History:** **RFP: 21/24/P**

Fran Delaway (Jun 8, 2021 17:43 MDT) Jun 8, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: RFO Issued and this will be the 1st. initial award from the RFP

4. **Funding Source:** **CDBG** **Org / Object:** **2402750.510400**

Andy Hopkins (Jun 8, 2021 16:16 MDT) Jun 8, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Habitat For Humanity

Procurement Title: RFP #221/24/P (CDBG)

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 OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dramaway (Jun 8, 2021 17:43 MDT)	Chief Procurement Officer	Jun 8, 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.

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 03/30/2021

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

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

PRODUCER

Lockton Affinity, LLC
P. O. Box 873401
Kansas City, MO 64187-3401

CONTACT NAME: Lockton Affinity, LLC
PHONE (A/C, No, Ext): 888-553-9002
FAX (A/C, No): 913-652-3967
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Co.	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Santa Fe Habitat for Humanity
2520 Camino Entrada
Ste A
Santa Fe, NM 87507

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	Y		GL1065365-21	04/01/2021	04/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

1065365

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patti D. O'Farrell

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CERTIFICATE OF LIABILITY INSURANCE

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

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.

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PRODUCER	CONTACT NAME: Lockton Affinity, LLC
Lockton Affinity, LLC P. O. Box 873401 Kansas City, MO 64187-3401	PHONE (A/C, No, Ext): 888-553-9002 FAX (A/C, No): 913-652-3967 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Co.	22667
INSURER B : Westchester Fire Ins. Co.	10030
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Santa Fe Habitat for Humanity
2520 Camino Entrada
Ste A
Santa Fe, NM 87507

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	Y		GL1065365-21	04/01/2021	04/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Directors & Officers			DO1065365-21	04/01/2021	04/01/2022	Limit	$1,000,000

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

CERTIFICATE HOLDER

1065365

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SANTFEH-02 LQUINTANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/5/2021

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Mexico Security Insurance Company	15349
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Santa Fe Habitat for Humanity
2414 Cerrillos Rd.
Santa Fe, NM 87505

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			69560112	4/1/2021	4/1/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

BUSINESS REGISTRATION

Business Name: SANTA FE HABITAT FOR HUMANITY
DBA: SANTA FE HABITAT FOR HUMANITY

Business Location: 2520 CAMINO ENTRADA A
SANTA FE, NM 87507

Owner: SANTA FE HABITAT FOR HUMANITY

License Number: 225494

Issued Date: February 12, 2021

Expiration Date: February 12, 2022

CRS Number: 02070960009

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: $35.00

SANTA FE HABITAT FOR HUMANITY
2520 CAMINO ENTRADA A
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Santa Fe Public Schools – Adelante (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Funding will be used to support staffing for liaison services to support academic achievement for Pre-K – 12 students and their families who are experiencing housing instability or homelessness. Conditions for funding include:

a. The staff on the CDBG-funded payroll must be directly involved in the daily operation of the funded program/activities;

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Prior to commencement of funded activity, subrecipient will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the funded activities, if applicable.

B. Services provided by this program include advocacy, tutoring, evening programs, case management and material aid (school supplies, clothing, etc.) and referral to social services when necessary.

C. A minimum of eight hundred (800) students and their families are expected to receive services.

D. Contractor will report to the City on a quarterly basis the use of funds program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under

this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by

this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services

satisfactorily performed, such compensation shall not exceed twenty thousand one hundred six dollars ($20,106). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($20,106). 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. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. TERM

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.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as

24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any

budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses

established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and

incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of

interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and

physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or

Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

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:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

SFPS - Adelante
1300 Camino Sierra Vista
Santa Fe, NM 87505

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended

nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI 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.

XXXII. 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 insured.

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.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV.ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract

and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment

and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in

undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction,

renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the

requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in

the performance of the services under this Contract.

B. 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. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC,
CITY CLERK

SUBRECIPIENT:
SFPS - ADELANTE

Sue O'Brien (Apr 14, 2021 14:30 MDT)
SUSAN O'BRIEN
DIRECTOR, STUDENT WELLNESS

DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. N/A
City of Santa Fe Business Registration No. N/A

CITY ATTORNEY'S OFFICE:
Marcos Martinez (Apr 14, 2021 13:22 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

2402750.510400 AJH
ORG/OBJ #

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (SFPS - ADELANTE)

Type of funding	**Source/ Amount**	**Source/ Amount**	**Source/ Amount**	**Totals**
Final CDBG AMOUNT				**$20,106**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)	Title I - $23,031.87	Medicaid - $1,180.45		**$24,212.32**
City Funding	CYC - $66,590.86			**$66,590.86**
County Funding	Youth Program - $10,185			**$10,185**
Private Funds	Partners in Ed - $48,787.02			**$48,787.02**
Other (i.e. in-kind, private funds)				
Total of all funding sources				**$169,881.20**

The following chart details how the secured funding amount will support the various aspects of (SFPS - ADELANTE).

Cost	CDBG Allocation
CDBG Funding	$20,106
Cost	Private Leveraged Funds
Other	$24,212.32
	$66,590.86
	$10,185
	$48,787.02
Total	**$169,881.20**

FY 2021-2022 SFPS Adelante - CDBG $20,106

Final Audit Report 2021-04-14

Created:	2021-04-14
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAstG8O6hOksn0zdvik-Z9VJeQxb2xZMAn

"FY 2021-2022 SFPS Adelante - CDBG $20,106" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-04-14 - 8:26:15 PM GMT- IP address: 63.232.20.2

Document emailed to Sue O'Brien (sueobrien@sfps.k12.nm.us) for signature
2021-04-14 - 8:27:06 PM GMT

Email viewed by Sue O'Brien (sueobrien@sfps.k12.nm.us)
2021-04-14 - 8:29:47 PM GMT- IP address: 66.249.80.101

Document e-signed by Sue O'Brien (sueobrien@sfps.k12.nm.us)
Signature Date: 2021-04-14 - 8:30:03 PM GMT - Time Source: server- IP address: 63.229.166.195

Agreement completed.
2021-04-14 - 8:30:03 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202680

Contractor: **SFPS - Adelante**

Description: **Elementary School liaison**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[☐] 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 contract: $20,106

3. **Procurement History:** **RFP: 21/24/P**

Fran Delaway (May 27, 2021 08:32 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: CDBG RFP #21/24/P Adalante $20, 106 7.1.21 - 6.30.22

4. **Funding Source:** **CDBG** **Org / Object:** **2402750.510400**

Andy Hopkins (May 26, 2021 09:44 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SFPS - Adelante

Procurement Title: RFP #221/24/P (CDBG)

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 OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 27, 2021 08:32 MDT)	Chief Procurement Officer	May 27, 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2020

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: Risk Service	
Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818) 449-9449
	E-MAIL ADDRESS: RServices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 410 Old Taos Highway Santa Fe NM 87501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Santa Fe PS **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR ☒ Owners Contractors Protective ☐ Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			MOC NO. L0023	07/01/2020	07/01/2021	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							Maximum Liability	$ 1,050,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Self-Insured Retention for Liability is $750,000. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

Evidence of insurance

CERTIFICATE HOLDER

City of Santa Fe
Office of Affordable Housing
500 Market Street, Ste 200
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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability
Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.

- Commercial General Liability
- Products and Completed Operations
- Professional Liability
- Contractual Liability

Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]

- $400,000 Bodily Injury Per Person
- $200,000 Property Damage Per Property Address
- $300,000 Medical
- $750,000 Per Occurrence
- $1,050,000 Combined Limit/Maximum Liability

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City of Santa Fe, New Mexico

memo

Date: May 12, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Rich Brown, Community Development Director Richard Brown
From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (May 13, 2021 10:14 MDT)

Re: Approval of RFP# 21/24/P and 2021-22 CDBG Contracts

ACTION REQUESTED:
Review and approve the allocation of 2021-2022 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# 21/24/P and program administration cost (Contract total: $556,067, plus Administration $122,809)

RFP# 21/24/P (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS – ADELANTE Elementary School Liaison	3202680	1027	2402750	510400	**$ 20,106.00**
COMING HOME CONNECTION – Casa Cielo End of Life Residence	3202676	7754	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY – Home Repair Program	3202679	2677	2402750	510400	**$ 100,000.00**
HOMEWISE – Mortgage Reduction	3202677	2481	2402750	510400	**$ 300,000.00**
INTERFAITH SHELTER – Women's Safe Haven	3202678	3783	2402750	510400	**$ 32,000.00**
ST ELIZABETH SHELTER – Facility Rehabilitation	3202681	1552	2402750	510400	**$ 63,961.00**
YOUTH SHELTERS- Cold Weather Shelter	3202682	1624	2402750	510400	**$ 20,000.00**

BACKGROUND
The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Funding recommendations are made according to the community development goals outlined in the City's Consolidated Plan. Eligible projects must comply with three national objectives: benefit low/mod income persons (LMI), prevent slum or blight, or meet an urgent need. Santa Fe uses funds exclusively for LMI benefit.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries.

In early February 2021, RFP #21/24/P and RFP #21/25/P were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 3 to hear applicant presentations. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP #21/24/P PY 2021-22 (CDBG)

Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Housing	Homewise (Mortgage Principal Assistance)	$300,000	$150,000	**$ 450,000.00**
	Habitat for Humanity (Home Repair)	$100,000	0	**$ 100,000.00**
Public Facilities	St Elizabeth Shelter (Casa Familia, Casa Cerrillos Rehab)	$63,961	n/a	**$ 63,961.00**
Public Services (Cap @15%)	SFPS - Adelante (Elementary School Liaison)	$20,106	n/a	**$ 20,106.00**
	Interfaith Shelter (Womens' Summer Safe Haven)	$32,000	n/a	**$ 32,000.00**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$20,000	n/a	**$ 20,000.00**
	Casa Cielo End of Life Care	$20,000	n/a	**$ 20,000.00**
Program Administration (Cap @20% of $614,044)		$122,809	n/a	**$ 122,810.00**
Total CDBG EN (+ reprogrammed prior year funds)		**$678,877.00**	**$150,000.00**	**$ 828,877.00**

* The City's entitlement grant for 2021 = $614,044, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($64,832) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

Packet_Memo_2021_CDBG_FINAL

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1bhGDhTEN0ygFt5kwe7bml26bp7fMS4m

"Packet_Memo_2021_CDBG_FINAL" History

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Adobe Sign

Memo

Final Audit Report 2021-05-13

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By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
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CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and St. Elizabeth Shelter (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Funding will be used to replace flooring in 26 efficiency apartments at Casa Cerrillos and at 3 apartments at Sonrisa (one 2-bedroom and two 3-bedroom apartments).

B. The Subrecipient shall comply with procurement standards and procedures set for by the City of Santa Fe. These standards reflect applicable State and local laws, and conform to applicable Federal law and the standards identified in 2 CFR 200.318. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards.

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block

Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on

any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out

above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed sixty three thousand nine hundred sixty one dollars ($63,961). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($63,961). 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. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. TERM

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.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end

of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this

Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records

necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG

funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative

agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age,

religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the

performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

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:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may be sent to:

St. Elizabeth Shelter
804 Alarid St.
Santa Fe, NM 87505

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2

CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI 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.

XXXII. 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 insured.

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.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever

arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV.ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part

200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative

of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. 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. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____

ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

SUBRECIPIENT:
ST. ELIZABETH SHELTER

Edward Archuleta
Edward Archuleta (Apr 14, 2021 14:02 MDT)

EDWARD ARCHULETA
EXECUTIVE DIRECTOR

DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No.02-059151-009
City of Santa Fe Business Registration No. 225676

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 12, 2021 13:40 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510400 AJH
AJH

ORG/OBJ #

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (St. Elizabeth Shelter)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$63,961**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)	MFA/HUD CoC			**$15,000**
Other (i.e. in-kind, private funds)	Thornburg Foundation			**$15,000**
				$
Total of all funding sources				**$93,961**

The following chart details how the secured funding amount will support the various aspects of (St. Elizabeth Shelter).

Cost	CDBG Allocation
CDBG Funding	$63,961
Cost	Private Leveraged Funds
MFA/HUD	$15,000
Thornburg Foundation	$15,000
Total	**$93,961**

FY 2021-2022 - St. Elizabeth - $63,961

Final Audit Report 2021-04-14

Created:	2021-04-14
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABqYJE0TekDODQi50LC--0Wc1N9y8_5eo

"FY 2021-2022 - St. Elizabeth - $63,961" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-04-14 - 4:43:12 PM GMT- IP address: 63.232.20.2

Document emailed to Edward Archuleta (director@steshelter.org) for signature
2021-04-14 - 4:44:01 PM GMT

Email viewed by Edward Archuleta (director@steshelter.org)
2021-04-14 - 4:55:51 PM GMT- IP address: 98.249.115.133

Document e-signed by Edward Archuleta (director@steshelter.org)
Signature Date: 2021-04-14 - 8:02:59 PM GMT - Time Source: server- IP address: 98.249.115.133

Agreement completed.
2021-04-14 - 8:02:59 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202681

Contractor: **St. Elizabeth Shelter**

Description: **Casa Cerrillos Roof Repair**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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 contract: $63,961

3. **Procurement History:** **RFP: 21/24/P**

Fran Dunaway (May 27, 2021 08:31 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: CDBG RFP # 21/24/P St E' Shelter $93k. + 7.1.21 - 6.30.22

4. **Funding Source:** **CDBG** **Org / Object:** **2402750.510400**

Andy Hopkins (May 26, 2021 09:43 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: St. Elizabeth Shelter

Procurement Title: RFP #221/24/P (CDBG)

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 OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (May 27, 2021 08:31 MDT)	Chief Procurement Officer	May 27, 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.

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: CONRAD SCHOTT
ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER A: PHILADELPHIA INDEMNITY INS CO	
	INSURER B: NEW MEXICO MUTUAL CASUALTY	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2019-01 **REVISION NUMBER:**

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

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

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

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico

memo

Date: May 12, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Rich Brown, Community Development Director Richard Brown
From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (May 13, 2021 10:14 MDT)

Re: Approval of RFP# 21/24/P and 2021-22 CDBG Contracts

ACTION REQUESTED:
Review and approve the allocation of 2021-2022 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# 21/24/P and program administration cost (Contract total: $556,067, plus Administration $122,809)

RFP# 21/24/P (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS – ADELANTE Elementary School Liaison	3202680	1027	2402750	510400	**$ 20,106.00**
COMING HOME CONNECTION – Casa Cielo End of Life Residence	3202676	7754	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY – Home Repair Program	3202679	2677	2402750	510400	**$ 100,000.00**
HOMEWISE – Mortgage Reduction	3202677	2481	2402750	510400	**$ 300,000.00**
INTERFAITH SHELTER – Women's Safe Haven	3202678	3783	2402750	510400	**$ 32,000.00**
ST ELIZABETH SHELTER – Facility Rehabilitation	3202681	1552	2402750	510400	**$ 63,961.00**
YOUTH SHELTERS- Cold Weather Shelter	3202682	1624	2402750	510400	**$ 20,000.00**

BACKGROUND
The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Funding recommendations are made according to the community development goals outlined in the City's Consolidated Plan. Eligible projects must comply with three national objectives: benefit low/mod income persons (LMI), prevent slum or blight, or meet an urgent need. Santa Fe uses funds exclusively for LMI benefit.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries.

In early February 2021, RFP #21/24/P and RFP #21/25/P were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 3 to hear applicant presentations. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP #21/24/P PY 2021-22 (CDBG)

Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Housing	Homewise (Mortgage Principal Assistance)	$300,000	$150,000	**$ 450,000.00**
	Habitat for Humanity (Home Repair)	$100,000	0	**$ 100,000.00**
Public Facilities	St Elizabeth Shelter (Casa Familia, Casa Cerrillos Rehab)	$63,961	n/a	**$ 63,961.00**
Public Services (Cap @15%)	SFPS - Adelante (Elementary School Liaison)	$20,106	n/a	**$ 20,106.00**
	Interfaith Shelter (Womens' Summer Safe Haven)	$32,000	n/a	**$ 32,000.00**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$20,000	n/a	**$ 20,000.00**
	Casa Cielo End of Life Care	$20,000	n/a	**$ 20,000.00**
Program Administration (Cap @20% of $614,044)		$122,809	n/a	**$ 122,810.00**
Total CDBG EN (+ reprogrammed prior year funds)		**$678,877.00**	**$150,000.00**	**$ 828,877.00**

* The City's entitlement grant for 2021 = $614,044, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($64,832) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

Packet_Memo_2021_CDBG_FINAL

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1bhGDhTEN0ygFt5kwe7bml26bp7fMS4m

"Packet_Memo_2021_CDBG_FINAL" History

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Adobe Sign

Memo

Final Audit Report 2021-05-13

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2021-05-13 - 4:14:02 PM GMT

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

BUSINESS REGISTRATION

Business Name: ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

Business Location: 6321 JAGUAR
SANTA FE, NM 87507

CRS Number: 02059151009

Owner: HENRY HUGHES

License Number: 225676

License Type: Business License - Renewable

Issued Date: January 15, 2021

Classification: Business Registration - Standard

Expiration Date: January 15, 2022

Fees Paid: $35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE , NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Youth Shelter and Family Services.(the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Funding will be used to support staff hours to operate the seasonal Cold-Weather Shelter which provides age-appropriate, emergency shelter for transitional-aged youth (18-24 years old), from December 1 to February 28. Conditions for funding include:

a. The staff on the CDBG-funded payroll must be directly involved in the daily operation of the funded program/activities;

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Prior to commencement of funded activity, subrecipient will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the funded activities, if applicable.

B. Services provided at the Shelter include: transportation, warm meals, hygiene supplies, access to housing opportunities, crisis intervention and community referrals.

C. Program will serve 20 persons with extremely low income, under 30% AMI who are homeless.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under

this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by

this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed twenty thousand dollars ($20,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($20,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the

Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. TERM

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.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents

at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of

interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and

physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or

Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

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:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Youth Shelters and Family Services.
4435 Airport Road
Santa Fe, NM 87507

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended

nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI 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.

XXXII. 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 insured.

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.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV.ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract

and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq*., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment

and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in

undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction,

renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the

requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in

the performance of the services under this Contract.

B. 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. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

SUBRECIPIENT:
YOUTH SHELTERS & FAMILY SERVICES

Shelly Felt
Shelly Felt (Apr 14, 2021 14:46 MDT)
_____
SHELLY FELT
EXECUTIVE DIRECTOR

DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. 02-010414-00-6
City of Santa Fe Business Registration No. 112630

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 12, 2021 13:46 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

2402750.510400 AJH
AJH
_____
ORG/OBJ #

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Youth Shelter & Family Services)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$20,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)	$10,000			**$10,000**
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)	$5,000			**$5,000**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)	$5,000	51,240		**$5,000**
				$40,000
Total of all funding sources				**$198,040**

The following chart details how the secured funding amount will support the various aspects of (Coming Home Connections) (Casa Cielo).

Cost	CDBG Allocation
CDBG Funding	$20,000
Cost	Private Leveraged Funds
Other	$10,000
City Funding	$5,000
Other funding	$5,000
Total	$40,000

2021-2022 FY - Youth Shelter - Cold Weather $20,000

Final Audit Report 2021-04-14

Created:	2021-04-14
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAES6VNJg6TbQEFI8qb2yGayM11JOPRy3t

"2021-2022 FY - Youth Shelter - Cold Weather $20,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-04-14 - 4:40:43 PM GMT- IP address: 63.232.20.2

Document emailed to Shelly Felt (sfelt@youthshelters.org) for signature
2021-04-14 - 4:41:21 PM GMT

Email viewed by Shelly Felt (sfelt@youthshelters.org)
2021-04-14 - 4:41:57 PM GMT- IP address: 172.58.56.74

Document e-signed by Shelly Felt (sfelt@youthshelters.org)
Signature Date: 2021-04-14 - 8:46:52 PM GMT - Time Source: server- IP address: 70.58.228.122

Agreement completed.
2021-04-14 - 8:46:52 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202682

Contractor: **Youth Shelter**

Description: **Cold Weather Shelter**

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

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

[ ] 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 contract: $20,000

3. **Procurement History:** **RFP: 21/24/P**

Fran Delaway (May 31, 2021 12:51 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: FP 21/24/P CDBG Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** **CDBG** **Org / Object:** **2402750.510400**

Andy Hopkins (May 26, 2021 10:05 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Youth Shelter

Procurement Title: RFP #221/24/P (CDBG)

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 OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	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:

Roberta Catanach	Contract Administrator	05/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 31, 2021 12:51 MDT)	Chief Procurement Officer	May 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

YOUTSHE-01 SMONCAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Youth Shelters & Family Services PO Box 28279 Santa Fe, NM 87592-8279	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Safety Casualty Company 15351 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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PHPK2151998	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LI	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2151998	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB729036	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10413.128	7/1/2020	7/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Professional Liab			PHPK2151998	7/1/2020	7/1/2021	Limit	3,000,000
A	Crime			PHPK2151998	7/1/2020	7/1/2021	Limit	150,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87502

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: YOUTSHE-01 SMONCAYO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		Youth Shelters & Family Services PO Box 28279 Santa Fe, NM 87592-8279
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The City of Santa Fe is included as additional insured in regards to General Liability.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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City of Santa Fe, New Mexico

memo

Date: May 12, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Rich Brown, Community Development Director Richard Brown
From: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (May 13, 2021 10:14 MDT)

Re: Approval of RFP# 21/24/P and 2021-22 CDBG Contracts

ACTION REQUESTED:
Review and approve the allocation of 2021-2022 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP# 21/24/P and program administration cost (Contract total: $556,067, plus Administration $122,809)

RFP# 21/24/P (CDBG)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
SFPS – ADELANTE Elementary School Liaison	3202680	1027	2402750	510400	**$ 20,106.00**
COMING HOME CONNECTION – Casa Cielo End of Life Residence	3202676	7754	2402750	510400	**$ 20,000.00**
SF HABITAT FOR HUMANITY – Home Repair Program	3202679	2677	2402750	510400	**$ 100,000.00**
HOMEWISE – Mortgage Reduction	3202677	2481	2402750	510400	**$ 300,000.00**
INTERFAITH SHELTER – Women's Safe Haven	3202678	3783	2402750	510400	**$ 32,000.00**
ST ELIZABETH SHELTER – Facility Rehabilitation	3202681	1552	2402750	510400	**$ 63,961.00**
YOUTH SHELTERS- Cold Weather Shelter	3202682	1624	2402750	510400	**$ 20,000.00**

BACKGROUND
The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Funding recommendations are made according to the community development goals outlined in the City's Consolidated Plan. Eligible projects must comply with three national objectives: benefit low/mod income persons (LMI), prevent slum or blight, or meet an urgent need. Santa Fe uses funds exclusively for LMI benefit.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries.

In early February 2021, RFP #21/24/P and RFP #21/25/P were posted. Eleven applications were submitted for CDBG funding and nine for the AHTF funds. The Community Development Commission (CDC) met on March 3 to hear applicant presentations. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP #21/24/P PY 2021-22 (CDBG)

Recommended Projects	Subrecipient	Entitlement Funds (EN)*	Program Income (PI)**	Total Funding Amount
Housing	Homewise (Mortgage Principal Assistance)	$300,000	$150,000	**$ 450,000.00**
	Habitat for Humanity (Home Repair)	$100,000	0	**$ 100,000.00**
Public Facilities	St Elizabeth Shelter (Casa Familia, Casa Cerrillos Rehab)	$63,961	n/a	**$ 63,961.00**
Public Services (Cap @15%)	SFPS - Adelante (Elementary School Liaison)	$20,106	n/a	**$ 20,106.00**
	Interfaith Shelter (Womens' Summer Safe Haven)	$32,000	n/a	**$ 32,000.00**
	Youth Shelters & Family Svcs (Cold Weather Shelter)	$20,000	n/a	**$ 20,000.00**
	Casa Cielo End of Life Care	$20,000	n/a	**$ 20,000.00**
Program Administration (Cap @20% of $614,044)		$122,809	n/a	**$ 122,810.00**
Total CDBG EN (+ reprogrammed prior year funds)		**$678,877.00**	**$150,000.00**	**$ 828,877.00**

* The City's entitlement grant for 2021 = $614,044, of which 20% is budgeted for administrative costs. Unexpended funds from prior program years ($64,832) were reprogrammed to provide additional EN funding.

** Program income is earned when loans are paid off or interest is earned. HUD allows the proceeds to be recycled for CDBG-eligible activities. The City must report uses of program income to HUD.

Packet_Memo_2021_CDBG_FINAL

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1bhGDhTEN0ygFt5kwe7bml26bp7fMS4m

"Packet_Memo_2021_CDBG_FINAL" History

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Adobe Sign

Memo

Final Audit Report 2021-05-13

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Adobe Sign

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: YOUTH SHELTERS & FAMILY SVS ADMN
DBA: YOUTH SHELTERS & FAMILY SVS ADMN

Business Location: 5686 AGUA FRIA ST B ANNX2
SANTA FE , NM 87501

CRS Number: 02010414006

Owner: YOUTH SHELTERS & FAMILY SVS AD

License Number: 112630

License Type: Business License - Renewable

Issued Date: January 27, 2021

Classification: Business Registration - Standard

Expiration Date: January 27, 2022

Fees Paid: $35.00

YOUTH SHELTERS & FAMILY SVS ADMN
PO BOX 28279
SANTA FE, NM 87592

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

q) Request for Approval of the allocation for the 2021-2022 Community Development Block Grant (CDBG) funds and the attached contracts awarded in response to RFP #21/24/P and program administration cost (Contract total: $556,067, plus Administration $124,619 (Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

Committee	**Review:**
Quality of Life Committee:	06/16/2021
Finance Committee:	06/21/2021
Governing Body: 06/30/202	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

Request for Approval of the Allocation for the 2021-2022 Community Development Block Grant (CDBG) Funds and the Attached Contracts Awarded in Response to RFP #21/24/P and Program Administration Cost (Contract Total: $556,067, Plus Administration $124,619 (Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

Committee Review:
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

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	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

r) Request for the Approval of the Agreement for animal confinement, care and disposal between the Santa Fe Animal Shelter and Human Society, Inc. and the City of Santa Fe in the Total Amount of $(529,231.80) for the confinement, care, maintenance and disposal of stray and impounded animals for a period of three (3) years from the time of approval by both the City of Santa Fe and Santa Fe Animal Shelter and Human Society, Inc.; Santa Fe Animal Shelter and Human Society, Inc.. (Ben Valdez, Deputy Chief of Police: bpvaldez@santafenm.gov, 505-955-5040).

Committee	**Review:**
Public Safety Committee:	6/15/21
Quality of Life Committee:	6/16/21
Finance Committee:	6/21/21
Governing Body: 6/30/21	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

Request for the Approval of the Agreement for Animal Confinement, Care and Disposal Between the Santa Fe Animal Shelter and Human Society, Inc. and the City of Santa Fe in the Total Amount of $529,231.80 for the Confinement, Care, Maintenance and Disposal of Stray and Impounded Animals for a Period of Three (3) Years from the Time of Approval by Both the City of Santa Fe and Santa Fe Animal Shelter and Humane Society, Inc. (Ben Valdez, Deputy Chief of Police: bpvaldez@santafenm.gov, 955-5040).

Committee Review:
Public Safety Committee: 06/15/21
Quality of Life Committee: 06/16/21
Finance Committee: 06/21/21
Governing Body: 06/30/21

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	X		

City of Santa Fe, New Mexico
Memorandum

DATE: June 8, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (6-8-21)

FROM: Ben Valdez, Deputy Chief of Police B. Valdez 6/4/21

ITEM AND ISSUE:
Request for the Approval of the Agreement for animal confinement, care and disposal between the Santa Fe Animal Shelter and Human Society, Inc. and the City of Santa Fe in the Total Amount of $(529,231.80) for the confinement, care, maintenance and disposal of stray and impounded animals for a period of three (3) years from the time of approval by both the City of Santa Fe and Santa Fe Animal Shelter and Human Society, Inc.; Santa Fe Animal Shelter and Human Society, Inc.; Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

The Santa Fe Police Department requires a facility for the confinement, care, maintenance and disposal of stray and impounded animals. This service has been provided by the Santa Fe Animal Shelter and Human Society, Inc and remains the most cost effective method due to our Animal Services Unit being housed in the same complex and the proximity of the facility to the City limits.

PROCUREMENT METHOD:

Per Municipal Ordinance 5-11.1 - Shelter run by nonprofit organization.

A. In lieu of or until the establishment and maintenance of a city-owned animal services center facility, the city may contract for operation and maintenance of such facility with any responsible nonprofit organization, incorporated under the laws of the state, having for its object, the care of animals and the prevention of cruelty to animals.

B. In the event that the city shall enter into any such contract, all the provisions of law and regulations shall apply to and be part of the contract.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202774.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Law Enforcement /Fund 223
Munis Org Name/Number: Police Admin /2230310
Munis Object Name/Number: Service Contracts /510310

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

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 the **Santa Fe Animal Shelter and Humane Society, Inc.** 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 Services:**
   A. The City Shall:

      1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987.

      2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation so as to identify and differentiate them from Contractor's vehicles. Only utilize personal protective equipment and supplies provided by the City of Santa Fe.

      3) Complete in writing, information on the impound cards including the time and exact location at which the animal was impounded. At time of intake it will be noted if the animal has been cited or will be issued an active citation such as "dangerous dog" or "vicious dog".

      4) In regards to animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner is known and is not present at the time of impound, the City will complete the form with the information, but without the signature.

      5) The City assumes responsibility for expenses for any animal brought in by the City that requires services outside of the Contractor's regular business hours, scope of capability, or level of overnight care. Cases brought in after 4:30 PM may require transport and overnight care at a veterinary emergency facility, upon discretion of the Animal Services Officer, with the City being responsible for expenses incurred. The City accepts the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (10) days before any such changes are implemented. In the event of delayed opening or early closing due to inclement weather, a

manmade or natural disaster the Contractor shall immediately inform the Animal Services Supervisor of the delayed opening or early closure.

6) During regular operating hours when summoned by the Contractor through the Santa Fe Police Dispatch Center, Animal Services Officers shall report to the Contractor's Facility to complete an impound or release of animals.

7) Deliver to the Contractor the remains of deceased animals for disposal by the Contractor and pay the rate established in 1.B.15. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.

B. The Contractor shall provide the following services for the City:

1) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals, confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such an animal to the New Mexico Department of Public Health or other approved facility in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.

2) Accept an average of one hundred (100) stray dogs, cats and other approved domestic small animals per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease. If the number of animals exceeds one hundred twenty (120) in a given month, the City will be billed separately at the Contractor's daily impound rate, currently thirty dollars ($30.00) per day, per animal.

3) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption.

4) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.

5) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. After the

expiration of the legal holding time, all animals become the property of the Contractor.

6) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate, currently thirty dollars ($30.00) per day, per animal. The Contractor reserves the right to refuse extended stays for animals whose quality of life is compromised or who cannot humanely be cared for in the Contractor's facility.

7) The Contractor will continue to assume responsibility for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987. The Contractor will incur all costs deemed necessary by the Contractor for such licensing and the City will allow Contractor to collect and retain all licensing fees and revenue. The Contractor shall set licensing fees with the City's Animal Services approval.

8) Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.

9) Provide monthly status reports, as well as individual animal records to the City.

10) Collect and retain all animal boarding fees and costs.

11) Contractor will not be required to board beyond the stray hold period animals for impoundment from an Animal Services Officer, which the Animal Service Officer indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case. Contractor may accept such animals beyond the stray holding period on a case-by-case basis based on boarding availability.

12) When a representative of the City is not available during regular operating hours, the Contractor will complete the detailed intake documentation and accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal. Upon acceptance of the stray, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the Contractor's facility to complete the impound card and complete the impound process for the stray. The Contractor's acceptance and shelter of the stray will be confirmed by the Animal Services Officer and the stray will be counted toward the animals the Contractor is compensated for monthly in this agreement.

13) If an owner of an impounded animal being held at the Contractor's facility under this agreement wishes to retrieve their pet when a representative of the

City is unavailable during regular operating hours, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the facility to complete the release of the animal.

14) Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded by the Animal Services Officer and being held at the Contractor's facility rest with the Contractor's licensed veterinarian. The Contractor shall notify the Animal Services Supervisor no later than the next business day of euthanasia or sedation of any animal administered prior to the completion of the hold period.

15) Be responsible for the storage and disposal of remains of animals received from an Animal Services Officer that are deceased upon arrival to the Contractor's Facility. The agreed upon rate for disposal of remains by way of cremation is a flat rate of $70 for all animals weighing up to 125 pounds. The Contractor shall provide and maintain a freezer on the premises for the appropriate storage of remains of deceased animals.

C. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) The Contractor represents that is possesses the experience and knowledge necessary to perform the services described under this Agreement.

2) 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.

2. Compensation.

A. In consideration of its obligations under this Agreement, the total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($529,231.80), and exclusive of additional boarding and cremation charges described in Article 1, paragraph B2, B6 and B15 of this Agreement, in accordance with the following schedule:

1) July 1, 2021 through June 30, 2022: $14,174.08 per month.
2) July 1, 2022 through June 30, 2023: $14,599.30 per month.
3) July 1, 2023 through June 30, 2024: $15,329.27 per month.

B. Payment in future fiscal years is subject to availability of funds pursuant to the

Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. (Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on 06/30/24 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the

notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

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

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

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

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or

subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Santa Fe Police Department, 2515 Camino Entrada, Santa Fe, NM 87507.

To the Contractor: Santa Fe Animal Shelter & Humane Society, 100 Caja del Rio, Santa Fe, NM 8750.

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
Santa Fe Animal Shelter and Humane Society, Inc.

ALAN WEBBER, MAYOR

DATE:

Name: Jennifer Steketee
Title: Executive Director

DATE: 06/09/2021
CRS# 01-505915-004

Registration # 215657

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 9, 2021 15:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Police Admin / 2230310
Org. Name/Org#.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

s) 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:**
Public Safety Committee:	06/15/2021
Quality of Life Committee:	06/16/2021
Finance Committee:	06/21/2021
Governing Body:	06/30/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

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

Committee Review:
Public Safety Committee: 06/15/2021
Quality of Life Committee: 06/16/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

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	X		

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 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: _____

City of Santa Fe New Mexico

Memo

DATE: June 9, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Safety

FROM: _____
Andrew Padilla, Chief of Police

ITEM AND ISSUE:
Request signature from Highest Ranking Official on 2019 Certification and Assurances for the 2019 Edward Byrne Grant Award Local Solicitation

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded the 2019 Local Solicitation Edward Byrne Memorial Justice Assistance grant by the US Department of Justice, Office of Justice Programs for $24,392. This award is allocated to the purchase of 4 Sure Shot Lidars (radars) with motorcycle mounts, 1 InstALERT Message Display Board including 1 spare battery and Body Worn Camera heads and compact flash cards in order to maintain the Body Worn Camera program.

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 and the form must be unedited as previously submitted to DOJ.

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 submission of documents for 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 2019 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 2019 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 Webber Printed Name of Chief Executive	Mayor Title of Chief Executive

City of Santa Fe, New Mexico
Name of Applicant Unit of Local Government

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2019 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 2019 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
5/7/2020	5/7/2020
ALAN M. WEBBER	MAYOR
Printed Name of Chief Executive	Title of Chief Executive
CITY OF SANTA FE	
Name of Applicant Unit of Local Government	

In accordance with above paragraph 3) As per the City of Santa Fe Ordinance No. 2018-1 Section 1.11-4F the City Manager may approve grant applications, awards, grant match requirements and agreements from five thousand dollars and one cent ($5,000.01) up to and including sixty thousand dollars ($60,000); therefore governing body approval is not required; and paragraph 4) Approval of documents by the City Manager are not subject to public comment or approval as per established procedures by the City of Santa Fe.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

t) Request Approval of Memorandum of Understanding (MOU) between the City, NMDOT, NCRTD and Santa Fe MPO detailing the responsibilities of each agency to satisfy the Federal Transit Authorities funding process. MOU Munis Contract #3202749; (Erick Aune, MPO Officer, ejaune@santafenm.gov 505.330.8483)

Committee **Review:**

Finance Committee: 06/21/2021
Public Works and Public Utilities Committee: 06/28/2021
Governing Body 06/30/21

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

Santa Fe Metropolitan Planning Organization

DATE: June 1, 2021

TO: Finance Committee/City Council

FROM: Erick J. Aune, MPO Officer (ejaune@santafenm.gov) EA

RE: The Approval of a Memorandum of Understanding (MOU) between the City, NMDOT, NCRTD and Santa Fe MPO detailing the responsibilities of each agency to satisfy the Federal Transit Authorities funding process.

ITEM & ISSUE

The New Mexico Department of Transportation (NMDOT) Transit and Rail Bureau has requested that the City of Santa Fe, NCRTD, NMDOT and Santa Fe MPO each sign on to a memorandum of understanding that simply details the rolls and responsibilities each agency has to support the planning and funding process specific to Federal Transit Authority (FTA) guidelines.

By signing on to this MOU, now approved by the NCRTD Board, Santa Fe MPO Board, and NMDOT Transportation Secretary, this will satisfy the FTA that the Santa Fe Trails federal funding processes are in compliance. Please note there is no direct financial impact attached with this MOU.

Please see attached documentation:

1. Memorandum of Understanding
2. Summary of Contract

ACTION REQUIRED

Please approve the Memorandum of Understanding between the NMDOT, Santa Fe MPO, City of Santa Fe, and NCRTD.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202749**

Contractor: **NMDOT, NCRTD, City of Santa Fe, Santa Fe MPO**

Description: **Approval of Memorandum of Understanding (MOU) between NCRTD, NMDOT, City of Santa Fe and Santa Fe MPO.**

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: **June 10th, 2021** Term End Date: **On Going**

☐ 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)

This MOU is a federal requirement allowing the City of Santa Fe Transit to be in compliance with FTA funding requirements.

3. **Procurement History:** _____

Fran Duraway (Jun 6, 2021 10:15 MDT) Jun 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOU- No procurement

4. **Funding Source:** N/A **Org / Object:** N/A

Andy Hopkins (Jun 3, 2021 15:11 MDT) Jun 3, 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: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW MEXICO DEPARTMENT OF TRANSPORTATION
THE SANTA FE METROPOLITAN PLANNING ORGANIZATION
THE CITY OF SANTA FE
AND
THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

WHEREAS, pursuant to federal statutes, and as a requirement for obtaining federal transportation funds, the Federal Highway Administration ("FHWA") and the Federal Transit Administration ("FTA") have established regulations requiring each metropolitan area, the States and public transportation to utilize a continuing, cooperative, and comprehensive performance based multimodal transportation planning process to engage the citizenry and support metropolitan community development; and

WHEREAS, in response to the requirements of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"), FHWA promulgated regulations 23 CFR 450.314; and

WHEREAS, the New Mexico Department of Transportation ("NMDOT") is the primary agency of the State of New Mexico responsible for coordinating the distribution and use of federal funds utilized in the metropolitan transportation planning process, is the designated recipient for Federal Transit Administration ("FTA") Section 5307 small urbanized area funds ("Governor's apportionment"), suballocates Section 5307 funds to the Santa Fe metropolitan area, suballocates Section 5339 funds to the City of Santa Fe, and applies for funds on behalf of the North Central Regional Transit District ("NCRTD"); and

WHEREAS, The Santa Fe Metropolitan Planning Organization ("SFMPO"), in cooperation with the NMDOT and public transit providers, is responsible for the metropolitan transportation planning and programming process within the boundaries of the SFMPO. This responsibility includes preparing and adopting, in a manner consistent with this memorandum of understanding ("MOU"), all required metropolitan transportation plans ("MTPs"), transportation improvement programs ("TIPs"), and documents of the metropolitan transportation planning and programming process; and

WHEREAS, the City of Santa Fe ("City") and NCRTD are providers of public transportation within the SFMPO planning area; and

WHEREAS, federal requirements stipulate that NMDOT, SFMPO, City, and NCRTD the shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process; and

WHEREAS, these responsibilities should be clearly defined and distributed among the parties in a written document in order to ensure coordinated action in planning and financing transportation and transit activities within the metropolitan planning area; and

WHEREAS, the federal regulations require the written agreement to include specific provisions for cooperatively developing and sharing information related to the development of

financial plans that support the metropolitan transportation plan, the TIP, and the development of the annual listing of federal obligated projects by SFMPO; and

WHEREAS, the federal regulations require that the parties jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance to be used in tracking progress toward the attainment of critical outcomes for the region and SFMPO, and the collection of data for the State Asset Management Plan for the National Highway System (NHS); and

WHEREAS, the constituent members of SFMPO are also members of NCRTD and therefore have direct involvement in both metropolitan and regional planning and projects.

NOW THEREFORE, BE IT RESOLVED THAT the parties herein mutually agree as follows:

1. PARTIES

The parties to this agreement are:

A. NMDOT, the designated recipient of federal funds used for transportation and transit within the SFMPO planning area; and
B. SFMPO, a duly formed and federally mandated planning organization created by a Joint Powers Agreement between the City of Santa Fe, Santa Fe County, and the Pueblo of Tesuque. SFMPO has been designated by the State of New Mexico to fulfill the transportation planning requirements of 23 CFR 450.314 in the Santa Fe Metropolitan Planning Area which has a population in excess of 50,000 persons but less than 200,000 persons; and
C. The City, the operator of public transportation in the City of Santa Fe and a direct recipient of Section 5307 and Section 5339 funds; and
D. NCRTD, a duly formed and authorized Regional Transit District created pursuant to the authority of NMSA 1978, Section 73-25-1 et seq. and organized under an intergovernmental agreement that includes all the SFMPO members as signatories and NCRTD members.

2. PURPOSE

It is the purpose of this memorandum to make provision for cooperative transportation and transit activities in the metropolitan planning area and to ensure that the mutual responsibilities in carrying out the metropolitan planning process and performance-based planning are coordinated in accordance with current Federal Legislation and as required by 23 CFR 450.314.

3. RESPONSIBILITIES OF ALL PARTIES

All parties will:

A. Cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in a performance-based planning format and final form. Decide upon and adopt performance targets for this planning process in accordance with federal and State requirements and guidance.
B. Make provisions for cooperatively developing and sharing information related to the development of financial plans that support MTPs and the TIP.
C. Ensure that all parties cooperatively develop a listing of obligated projects that comprehensively address the transportation system within the MPO boundaries. Identified projects shall include both roadway and transit initiatives, including but not limited to investments in pedestrian walkways and bicycle transportation facilities for which federal funds were obligated in the preceding fiscal year.
D. Ensure that the MPO's Unified Planning Work Program (UPWP) details and documents these responsibilities, deliverables, and associated costs.

4. RESPONSIBILITIES OF SFMPO

SFMPO will:

A. Work in consultation with NMDOT, the City, and NCRTD in developing the financial plan portion of the MTPs.
B. Work in consultation with NMDOT, the City, and NCRTD in developing the financial plan for the TIPs.
C. Conduct Technical Coordinating Committee, and Policy Committee meetings as required and necessary.
D. Work in consultation with NMDOT, the City, and NCRTD to update the MTP and TIP, in accordance with State and Federal laws.
E. Consider Transit Asset Management (TAM) and Public Transportation Agency Safety Plans (PTASP) targets in development of the MTP and TIP.
F. In cooperation with NMDOT, the City, and NCRTD, no later than 90 calendar days following the end of the program year, shall develop an annual listing of obligated projects for which funds under 23 USC or 49 USC Chapter 53 were obligated in the preceding program year, in accordance with 23 CFR 450.332.
G. Develop and use a documented participation plan that defines a process for providing the public with reasonable opportunities to be involved in the metropolitan plan process.
H. Invite NMDOT, the City, and NCRTD to rely on the public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of Section 5307 programs of projects.
I. Invite the City and NCRTD to participate in all public participation processes and perform any required public participation on behalf of the NCRTD in the event of route changes or rate changes that require public participation.
J. Conduct comprehensive, cooperative, and continuous transportation planning for the metropolitan planning area.

K. Establish necessary transportation performance targets and share information related to the performance data, and work to document the reporting of performance to be used in tracking progress toward attainment of critical outcomes within the MPO planning area.
L. Cooperate with NMDOT, the City, and NCRTD on the provision of technical transit-related assistance.
M. 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. 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.

5. RESPONSIBILITIES OF THE CITY

The City will:

A. Work in consultation with SFMPO in developing short-range and long-range plans for transit for inclusion in the MTP.
B. Assist in the validation of data used as input into the MTP.
C. Work in consultation with SFMPO in developing the financial plan for the MTP.
D. Work in consultation with SFMPO in developing the financial plan for the TIP.
E. Provide SFMPO with federally funded projects to be included in the annual listing of obligated projects, including funds passed through NMDOT.
F. As per the SFMPO bylaws, appoint a representative to serve on the SFMPO Policy Committee.
G. As per the SFMPO bylaws, appoint a representative to serve on the SFMPO Technical Coordinating Committee.
H. Notify SFMPO of changes to projects that would affect the MTP or TIP.
I. Invite SFMPO to participate in all public participation processes for projects, plans or other activities that impact the Metropolitan Planning Area.
J. Establish transit asset management performance targets and share them with SFMPO and other interested parties.
K. Rely on the public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of programs of projects.
L. Cooperate with SFMPO on the provision of technical assistance.

6. RESPONSIBILITIES OF NCRTD

NCRTD will:

A. Work in consultation with SFMPO in developing short-range and long-range plans for transit for inclusion in the MTP.
B. Assist in the validation of data used as input into the MTP.
C. Work in consultation with SFMPO in developing the financial plan for the MTP.

D. Work in consultation with SFMPO in developing the financial plan for the TIP.
E. In consultation with NMDOT, provide SFMPO with federally funded projects to be included in the annual listing of obligated projects, including funds passed through NMDOT.
F. Appoint an elected official serving on the NCRTD Board of Directors or his/her designee to serve on the MPO Policy Committee on behalf of the NCRTD if such membership is requested by the NCRTD Board of Directors and authorized by the SFMPO through an amendment to its organic documents.
G. Appoint the NCRTD Executive Director, or his/her designee, to serve on the SFMPO Technical Advisory Committee.
H. Notify SFMPO of changes to projects that would affect the MTP or TIP.
I. Invite SFMPO to participate in all public participation processes for projects, plans or other activities that impact the Metropolitan Planning Area.
J. Establish transit asset management performance targets and share them with SFMPO and other interested parties.
K. Rely on the public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of programs of projects.
L. Cooperate with SFMPO on the provision of technical assistance.

7. RESPONSIBILITIES OF THE NMDOT

NMDOT will:

A. Appoint a representative to serve on the SFMPO Policy Committee.
B. Appoint a representative from District 5 and a representative from the Transit and Rail Division to serve on the SFMPO Technical Coordinating Committee.
C. Have a continuing duty of performance based multimodal planning for the statewide transportation system, promulgating rules and regulations for the statewide transportation planning process, identifying potential transportation issues of statewide interest, reconciling conflicts between regional transportation plans and transportation improvement programs, and consolidating regional plans into a comprehensive statewide plan and statewide transportation improvement program ("STIP"). In carrying out its duties, NMDOT will coordinate and partner with the SFMPO on activities within the Santa Fe County planning region.
D. Consult with and advise the parties on all aspects of state and federal compliance regarding the specific requirements of 23 CFR 450.314 and any related State of New Mexico requirements.
E. Coordinate with the parties on integration of any MPO or regional transit plans into and consistent with any State of New Mexico plans.
F. Rely on the City and NCRTD to provide SFMPO with a list of FTA-funded projects for inclusion in the annual listing of obligated projects for pass through funds.
G. Rely on the SFMPO public involvement process for the TIP to meet Section 5307 public involvement requirements for the development of programs of projects.

7. TERM

This MOU shall become effective as to each Party when approved and executed by that Party. It shall remain in full force and effect until such time it is terminated in writing by one of the parties.

8. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this memorandum and shall operate to amend this memorandum to the minimum extent necessary to bring this memorandum into conformity with the requirements of the limitations, and so modified, this memorandum shall continue in full force and effect.

9. GOVERNING LAW AND VENUE

This memorandum shall be governed by the laws of the State of New Mexico. Venue for an action arising under this agreement shall lie exclusively in Santa Fe County, New Mexico.

10. SEVERABILITY

If a provision contained in this memorandum is held invalid for any reason, the invalidity does not affect other provisions of the memorandum and can be given effect without the invalid provision, and to this end the provisions of this memorandum are severable.

11. FEDERAL REGULATIONS

The parties agree that metropolitan transportation planning and programming processes leading to the development and adoption of MTPs and TIPs may change in order to respond to changes in the law, restructuring within their respective organizations, or to reflect prior experience.

12. AMENDMENT

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

The remainder of this page is left intentionally blank.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized governing body as of the date of the last signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the Department's Office of General Counsel.

BY _____ DATE Mar 30, 2021
Assistant General Counsel

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

BY Daniel Barrone DATE Apr 6, 2021
Daniel Barrone (Apr 6, 2021 16:33 MDT)
Daniel Barrone, NCRTD Chair

Approved as to form and legal sufficiency.

BY Peter Dwyer DATE Apr 7, 2021
Peter Dwyer (Apr 7, 2021 07:59 MDT)
Peter Dwyer, Counsel

SANTA FE METROPOLITAN PLANNING ORGANIZATION

BY _____ DATE Mar 30, 2021
TITLE MPO Board Chair

CITY OF SANTA FE ATTEST

BY _____ DATE _____
Mayor

Approved as to form and legal sufficiency.

BY Marcos Martinez DATE Apr 26, 2021
Marcos Martinez (Apr 26, 2021 11:33 MDT)
Senior Assistant City Attorney

BY_____ DATE_____
City Clerk

CITY OF SANTA FE APPROVED:

BY_____ DATE_____
Finance Director

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8d

Request for Approval of a Memorandum of Understanding (MOU) Munis Contract #3202749 Between the City, NMDOT, NCRTD and Santa Fe MPO Detailing the Responsibilities of Each Agency to Satisfy the Federal Transit Authorities Funding Process.
(Erick Aune, MPO Officer, ejaune@santafenm.gov 505-330-8483)

Committee Review:
Finance Committee: 06/21/2021
Public Works and Public Utilities Committee: 06/28/2021
Governing Body: 06/30/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/30/2021 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: **May 18, 2021**

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

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

FROM: **Randy Randall, Tourism Santa Fe Director**

ITEM AND ISSUE:
Request for the Approval of Amendment #4 to the PSA with Certified Folder Display Service, Inc. in the Total Amount of $50,000 for distribution of the official Santa Fe Visitor's Guide for Tourism Santa Fe for FY22.

BACKGROUND AND SUMMARY:

Tourism Santa Fe selected Certified Folder Display Services through RFP #18/36/P to provide distribution of the Santa Fe Travel Planner to cities in and around New Mexico. The contractor will distribute the visitor guide to promote Santa Fe to the Albuquerque, Texas, Phoenix, Denver and some parts of Southern California by shipping via truck or UPS to certified warehouses where the planners will be used to fill brochure racks located in the target areas. Amendment #4 will extend the term and compensation amount for FY22.

PROCUREMENT METHOD:

The procurement method was an RFP '18/36/P which resulted in the approval of contract #18-0598.

CONTRACT NUMBER:
The Munis contract number is 3200265.

FUNDING SOURCE:
Lodger's Tax Fund: 213/ VSF Admin. – 2130521/Service Contracts – 510310 - $50,000.

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of Amendment #4 to the Professional Services Agreement with Certified Folder Display Services.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200265

Contractor: Certified Folder Services

Description: Distribution of the official Santa Fe Visitor's Guides to surrounding areas in FY22.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 7/1/21 Term End Date: 6/30/22

☐ Approved by Council Date: _____

Contract / Lease: Amendment #4 to contract with Certified Folder Services for FY22

Amendment # 4 to the Original Contract / Lease # 18-0598

Increase/(Decrease) Amount $ 50,000

Extend Termination Date to: 6/30/22

☐ Approved by Council Date: _____

Amendment is for: FY22, $50,000

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

FY19 - RFP 18/36/P - #18-0598 - $44,851.51 &
Amend #1 #19-0288 increase compensation in FY19 to $48,118
FY20 - #19-0448 - Amendment #2 - $50,000
FY21 - #20-0466 - Amendment #3 - $45,000

3. Procurement History: _____

Fran Delaway (May 27, 2021 20:09 MDT) May 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: A # 3 FY 22 increase to comp & final year of agreement

4. Funding Source: TSF/VSF Service Contracts Org / Object: 2130521.510310

Andy Hopkins (May 27, 2021 09:44 MDT) May 27, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Antoinette Armijo-Rougemont Phone # x6210

Email: amarmijo@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Certified Folder Services

Procurement Title: Distribution of the official Santa Fe Visitor's Guide

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

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

Department Requesting Tourism Staff Name Jordan Guenther, Marketing Director

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jordan Guenther, Marketing Director — Jordan Guenther (May 20, 2021 06:22 MDT) — May 20, 2021

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

Fran Dunaway — Fran Dunaway (May 27, 2021 20:09 MDT) — Chief Procurement Officer — May 27, 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.

*

Contract No.18-0548
Munis No. 3200265

CITY OF SANTA FE
CONTRACT AMENDMENT No. 4

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **fifty thousand dollars ($50,000)**, such compensation not to exceed **$50,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed two hundred thirty seven thousand nine hundred and sixty nine dollars and fifty one cents ($237,969.51). 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.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2022**, unless terminated pursuant to the Contract.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Khristine Bustos Mihelcic, City Clerk

City Attorney's Office

By: Marcos Martinez _____ Date: May 12, 2021
Marcos Martinez (May 12, 2021 10:04 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: Jay Anderson (May 13, 2021 18:01 MDT) _____ Date: May 13, 2021
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #21-00124182

BU/Line Item: 2130521.510310 AJH
AJH

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CERTIFIED FOLDER DISPLAY SERVICE INC
DBA: CERTIFIED FOLDER DISPLAY SERVICE INC

Business Location: 1120 JOSHUA WAY
VISTA, CA 92081

CRS Number: 02044154001

Owner: JANINE PACE

License Number: 227310

License Type: Business License - Renewable

Issued Date: March 11, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 11, 2022

Fees Paid: $10.00

CERTIFIED FOLDER DISPLAY SERVICE INC
1120 JOSHUA
VISTA, CA 92081

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): 6/30/2020

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 McGriff Insurance Services 4480 Willow Road Suite 110 Pleasanton CA 94588	CONTACT NAME: Ligia Hubbell PHONE (A/C, No, Ext): (925) 598-2038 FAX (A/C, No): 888-770-1945 E-MAIL ADDRESS: LHubbell@mcgriffinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Travelers Property Casualty Co of America — 25674
INSURED Certified Folder Display Service, Inc. 1120 Joshua Way Vista, CA 92081-7835	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 361265179 **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	Y	Y	6303A285929TIL20	6/29/2020	6/29/2021	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	8101N46878220	6/29/2020	6/29/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP5J85948920	6/29/2020	6/29/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	UB7K32580220	6/29/2020	6/29/2021	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate Holder is an Additional Insured with regards to the General Liability policy per the attached endorsement form CGD4580219 and Auto policy per the attached endorsement form CAT3530215.

Waiver of Subrogation applies to the General Liability policy per the attached endorsement form CGD4580219 and Auto Policy per the attached endorsement form CAT3530215 and Workers Compensation per endorsement form WC000313.

This insurance is primary or primary and non-contributory per the attached endorsement form CGT1000219.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road, Bldg. H
Attn. Shirley Rodriguez, Purchasing Officer
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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
McGriff Insurance Services		Certified Folder Display Service, Inc. 1120 Joshua Way Vista, CA 92081-7835
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

The attached forms apply as required per written contract or written agreement between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached forms may not be applicable.

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Item# 20-0466
Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. Compensation.

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **forty five thousand dollars ($45,000)**, such compensation not to exceed **$45,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred eighty seven thousand nine hundred and sixty nine dollars and fifty one cents ($187,969.51). 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.

5. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to

renew for one additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: Sep 16, 2020
Alan Webber, Mayor

Attest:

By: _____ Date: Sep 17, 2020
Yolanda Y. Vigil, City Clerk

GB Mtg 09/09/20 GC

City Attorneys Office:

By: Marcos Martinez _____ Date: Sep 15, 2020
Marcos Martinez (Sep 15, 2020 10:13 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date: Sep 16, 2020
Mary McCoy, Finance Director

Contractor:

By: See Attached _____ Date: _____
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #20-00124182

BU/Line Item: 2130521.510310

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: _____
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date: _____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: Jay Anderson Date: 8/10/2020
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #20-00124182

BU/Line Item: 2130521.510310 AL

TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #3 for Certified Folder Display Service, Inc.

ITEM:

Request for approval of Amendment #3 to the PSA with Certified Folder Display Service, Inc. in the amount of $45,000 for brochure display and distribution in the surrounding areas, including delivery charges to Certified locations. This amendment is for FY 2021, and funds will be available on July 1, 2020.

BACKGROUND AND SUMMARY:

Tourism Santa Fe selected Certified Folder Display Services through RFP #18/36/P to provide distribution of the Santa Fe Travel Planner to cities in and around New Mexico. The contractor will promote Santa Fe to the Albuquerque and Texas areas by shipping via truck or UPS to certified warehouses where the planners will be used to fill brochure racks located around the following targeted cities: Albuquerque, Amarillo, Lubbock, Midland, El Paso, Dallas, and Houston. Amendment #3 will extend the term and compensation amount for FY21.

REQUESTED ACTION:

Approval of Amendment #3 to the Professional Services Agreement with Certified Folder Display Service, Inc. Funds will be taken from 2130521.510310 in the amount of $45,000.

Munis Contract Number: 3200265

ITEM # 19-0448

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **fifty thousand dollars ($50,000)**, such compensation not to exceed **$50,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred forty two thousand nine hundred and sixty nine dollars and fifty one cents ($142,969.51). 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.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2020**, unless terminated pursuant to the Contract. There is an option to renew for up to two additional years.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 6-19-19
Yolanda Y. Vigil, City Clerk
CC mtg. 6/12/2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 6/20/19
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #19-00124182

BU/Line Item: 22108.510310

ITEM # 19-0288

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc. hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation**

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Forty Eight Thousand One Hundred Eighteen Dollars ($48,118.00), inclusive of applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. Payment for the optional 3 years of additional contract service shall not increase more than 2% each year subsequently.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 4/10/19
Erik J. Litzenberg, City Manager

Attest:

By: Yolanda Y. Vigil Date: 4-19-19
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date: 3/22/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 4/9/19
Mary McCoy, Finance Director

Contractor:
Certified Folder

By: Jay Anderson Date: 4/18/19
Name & Title District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

22108.510310
BU & line

02044154001
CRS NUMBER
19-00124182
BUSINESS REG #

CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1890

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010
FEDERAL TAX ID:
REF: 18-0108829
PO NUMBER:

SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street
NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street
NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018
CONTRACT: 18-0108833 REV: 00001
START DATE: 07/01/2021
END DATE: 06/30/2022

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER2M	GOVT	RACKLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/21	06/30/22	810.00	12	9,720.00	-1,044.90	-433.76	-412.07	7,829.28
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/21	06/30/22	390.00	12	4,680.00	-503.10	-208.85	-198.40	3,769.65
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/21	06/30/22	390.00	12	4,680.00	-503.10	-208.85	-198.40	3,769.65
1-VM-12-SW/MO	Midland - Magazines	130	07/01/21	06/30/22	645.00	12	7,740.00	-832.05	-345.40	-328.13	6,234.42
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/21	06/30/22	480.00	12	5,760.00	-619.20	-257.04	-244.19	4,639.57
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/21	06/30/22	175.00	12	2,100.00	-225.75	-93.71	-89.03	1,691.51
1-VM-11-CN/OKC	Oklahoma City - Modified		07/01/21	06/30/22	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/21	06/30/22	875.00	12	10,500.00	-1,128.75	-468.56	-445.13	8,457.55
1-VM-11-SW/AR	Arlington -Modified		07/01/21	09/30/21	225.00	3	675.00	-72.56	-30.12	-28.62	543.70
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/21	06/30/22	135.00	12	1,620.00	-174.15	-72.29	-68.68	1,304.88
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/21	02/28/22	860.00	8	6,880.00	-739.60	-307.02	-291.67	5,541.71
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/21	02/28/22	270.00	8	2,160.00	-232.20	-96.39	-91.57	1,739.84
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/21	06/30/22	205.00	9	1,845.00	-198.34	-82.33	-78.22	1,486.11
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/21	06/30/22	0.00	12	0.00	0.00	0.00	0.00	0.00

CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1999

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010
FEDERAL TAX ID:
REF: 18-0108829
PO NUMBER:

SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street
NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street
NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018
CONTRACT: 18-0108833 REV: 00001
START DATE: 07/01/2021
END DATE: 06/30/2022

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER2M	GOVT	BACKLOC	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE:	47,007.87
APPLICABLE SALES TAX:	587.20
TOTAL FEE:	47,595.07

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

Print Date: May 07, 2018 at 12:53 PM

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,281.74	4,281.74	4,281.75	4,265.63	4,265.63	4,265.63
Dec	**Jan**	**Feb**	**Mar**	**Apr**	**May**
4,265.63	4,265.66	3,355.44	3,355.44	3,355.44	3,355.30

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL PREPAID FEE

TOTAL NET FEE:	47,007.87
	0.00
SUBTOTAL:	47,007.87
APPLICABLE SALES TAX:	587.20
	47,595.07

All fees billed 30 days in advance of service
White Copy – Corporate Yellow Copy – Advertiser Pink Copy – Salesperson

CF07DDIS rev. 10/29/16

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

w) Request for Approval of Amendment #4 to PSA with Certified Folder in the amount of $50,000 for distribution of the official Santa Fe Visitor's Guide for FY22. (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

Committee	**Review**
Finance Committee:	06/21/2021
Public Works and Utilities:	06/28/2021
Governing Body: 06/30/2021	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8f

Request for Approval of Amendment #4 to PSA with Certified Folder in the Amount of $50,000 for Distribution of the Official Santa Fe Visitor's Guide for FY22. (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review
Finance Committee: 06/21/2021
Public Works and Utilities: 06/28/2021
Governing Body: 06/30/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/30/2021 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 FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

x) Request for Approval of Amendment #3 to PSA with Lou Hammond in the amount of $125,000 for Public Relations Services for Tourism Santa Fe for FY22 (Randy Randall, TOURISM SF Director, rrandall@santafenm.gov, 505/955-6209)

Committee	**Review**
Finance Committee:	06/21/2021
Public Works and Utilities:	06/28/2021
Governing Body:	6/30/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: May 18, 2021

TO: Governing Body
Finance Committee
Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Richard Brown, Community Development Director Richard Brown

FROM: Randy Randall, Tourism Santa Fe Director Randy Randall
Randy Randall (May 24, 2021 13:57 MDT)

ITEM AND ISSUE:
Request for the Approval of Amendment #3 to the PSA with Lou Hammond & Associates in the Total Amount of $$125,000 for Public Relations services for Tourism Santa Fe for FY22.

BACKGROUND AND SUMMARY:

Lou Hammond was selected to provide the public relations services to Tourism Santa Fe through RFP '18/37/P. This amendment will be the fourth of a four year contract. The service fees will be $10,000 per month, with an annual amount of $5,000 for out of pocket expenses, for a grand total of $125,000 for FY22.

PROCUREMENT METHOD:

The procurement method was an RFP '18/37/P which resulted in the approval of contract #18-0729.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200340.

FUNDING SOURCE:
Lodger's Tax Fund: 213/ VSF Admin. – 2130521/Service Contracts – 510310 - $125,000.

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of Amendment #3 to the Professional Services Agreement with Lou Hammond & Associates.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200340

Contractor: Lou Hammond & Associates

Description: Public Relations services for the City of Santa Fe. Annual compensation is $125,000/yr. $10,000/month plus $5,000 for out of pocket expenses.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 7/1/2021 Term End Date: 6/30/2022

☐ Approved by Council Date: _____

Contract / Lease: Amendment #3 for FY22

Amendment # 3 to the Original Contract / Lease # 18-0729

Increase/(Decrease) Amount $ 125,000

Extend Termination Date to: 6/30/22

☐ Approved by Council Date: _____

Amendment is for: FY22

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

18-0729 - Original contract for FY19 for $130,000, inc. $10,000 out of pocket expenses, RFP '18/37/P
19-0450 - Amendment #1 for FY20 for $130,000, inc. $10,000 for out of pocket expenses
20-0465 - Amendment #2 for FY21 for $125,000, inc. $5,000 for out of pocket expenses

3. Procurement History: _____

Fran Dunaway (May 31, 2021 13:32 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend #3 final for 4 year term -EXP 6/30/22

4. Funding Source: TSF/CVB/Service Contracts Org / Object: 2130521.510310

Andy Hopkins (May 26, 2021 10:10 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Antoinette Armijo-Rougemont Phone # x6210

Email: amarmijo@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Lou Hammond & Associates

Procurement Title: Santa Fe Tourism Public Relations Services

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

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

Department Requesting Tourism Staff Name Jordan Guenther, Marketing Director

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jordan Guenther, Marketing Director Jordan Guenther (May 20, 2021 06:27 MDT) May 20, 2021

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

Fran Dunaway (May 31, 2021 13:32 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.

*

Contract No.18-0729
Munis No. 3200340

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and twenty five thousand dollars ($125,000)**, such compensation not to exceed **$125,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed five hundred and ten thousand dollars ($510,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2022**.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: _____
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

By: Marcos Martinez Date: May 12, 2021
Marcos Martinez (May 12, 2021 11:07 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: Lou Hammond Date: May 13, 2021
Lou Hammond (May 13, 2021 09:47 EDT)
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #21-00126219

BU/Line Item: 2130521.510310 AJH
AJH

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: LOU HAMMOND & ASSOCIATES INC
DBA: LOU HAMMOND & ASSOCIATES INC

Business Location: 900 3RD AVE STE 200
NEW YORK , NY 10022

CRS Number: 03294385007

Owner: LOU HAMMOND

License Number: 227318

License Type: Business License - Renewable

Issued Date: May 12, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: May 12, 2022

Fees Paid: $10.00

LOU HAMMOND & ASSOCIATES INC
900 3RD AVE STE 200
NEW YORK, NY 10022

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): 05/12/2021

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

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

PRODUCER	CONTACT NAME: Karen Ferrara, CISR	
C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr. Mt. Pleasant SC 29464	PHONE (A/C, No, Ext): (843) 884-3159	FAX (A/C, No): (843) 881-8891
	E-MAIL ADDRESS: kferrara@ctlowndes.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Lou Hammond & Associates Inc 145 King St Suite 411 Charleston SC 29401	INSURER A: Ohio Security - Montgomery	24082
	INSURER B: Ohio Casualty	24074
	INSURER C: Continental Casualty - CNA	20443
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021 GL, UMB, E&O **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BZS55609265	07/12/2020	07/12/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 15,000 $ $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BZS55609265	07/12/2020	07/12/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO55609265	07/12/2020	07/12/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		No Coverage Provided			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Errors & Omissioins			596361873	08/28/2019	08/28/2021		$2,000,000

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

Those usual to the insureds operation.

CERTIFICATE HOLDER

City of Santa Fe
Conventions & Visitors Bureau
201 West Marcy St
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

Willard A. Silcox III

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Item# 20-0465
Contract No.18-0729

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and twenty five thousand dollars ($125,000)**, such compensation not to exceed **$125,000**, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred and eighty five thousand dollars ($385,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: Sep 16, 2020
Alan Webber, Mayor

Attest:

By: _____ Date: Sep 17, 2020
Yolanda Y. Vigil, City Clerk

GB Mtg 09/09/20 GC

City Attorney's Office:

By: _____ Date: _____
Marcos Martinez (Sep 15, 2020 10:06 MDT)
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date: Sep 16, 2020
Mary McCoy, Finance Director

Contractor:

By: See Attached Date: _____
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #20-00126219

BU/Line Item: 2130521.510310

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date:_____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8-7-20
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #20-00126219

BU/Line Item: 2130521,510310 AL

TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #2 for Lou Hammond & Associates

ITEM:

Request for approval of Amendment #2 to the PSA with Lou Hammond & Associates for FY 2021. This will be for Public Relations services for Tourism Santa Fe. Annual compensation for FY 2021 will be $125,000.00 and funds will be available on July 1, 2020.

BACKGROUND AND SUMMARY:

Lou Hammond was selected to provide the Public Relations services to Tourism Santa Fe through RFP '18/37/P. The service fees will be $10,000 per month, with an annual amount of $5,000 for out of pocket expenses, for a grand total of $125,000.00 per year. Amendment #2 is to extend the term and increase the compensation amount for FY2021.

REQUESTED ACTION:

Approval of Amendment #2 to the Professional Services Agreement with Lou Hammond & Associates. Funds will be taken from 2130521.510310 in the amount of $125,000.00.

MUNIS CONTRACT #: 3200340

201 W. Marcy Street ~ Santa Fe, New Mexico 87501
800.984.9984 ~ www.santafe.org

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 Lou Hammond & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $130,000.00

Termination Date: June 30, 2019

☑ Approved by Council Date: June 27, 2018

☐ or by City Manager Date:

Contract is for: TSF Public Relations Services for FY 2019

Amendment # 2 to the Original Contract# 18-0729

Increase/(Decrease) Amount $ $125,000.00

Extend Termination Date to: June 30, 2021

☐ Approved by Council

☐ or by City Manager Date:

Amendment is for: TSF Public Relations Services for FY 2021

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

Amount $ 130,000.00 of original Contract# 1 to #18-0729 Termination Date: 6/30/2020

Reason: Public Relations Services for FY 2020

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $390,000.00

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

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

RFP# 18/37/P Date: March 14, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 3 of 4 years
example: (First year of 4 year contract)

Fran Dunaway (Jul 3, 2020 08:18 MDT)

Purchasing Officer Review

Comments or Exceptions: ITB issued-Year 3 of a 4 yr. contract

7 **Funding Source:** VSF Service Contracts **BU/Line Item:** 213052 / 510310

Alexis Lotero (Jul 31, 2020 10:11 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Antoinette Armijo-Rougemont

Phone # x6210

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: Lou Hammond & Associates

Procurement Title: Santa Fe Tourism Public Relations Services

Solicitation RFP#: '18/37/P

Department Requesting/Staff Member TOURISM Santa Fe/Jordan Guenther

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☐	☑	Departments Recommendation of Award Memo addressed to Finance
☐	☑	Evaluation Committee Report
☐	☑	BAR
☐	☑	FIR
☑	☐	Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contract
☑	☐	Certificate of Insurance
☐	☐	Other:

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

For Jordan Guenther

Department Rep Signature attesting that all information included

9/3/20

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE* in original 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* In original 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

Jordan Guenther, Marketing Director

Department Rep Printed Name and Title

For Jordan Guenther

Department Rep Signature attesting that all information included

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2020

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.

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PRODUCER C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr. Mt. Pleasant SC 29464	CONTACT NAME: Karen Ferrara, CISR PHONE (A/C, No, Ext): (843) 884-3169 FAX (A/C, No): (843) 881-6891 E-MAIL ADDRESS: kferrara@clowndes.com	
INSURED Lou Hammond & Associates Inc 145 King St Suite 411 Charleston SC 29401	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security - Montgomery	24082
	INSURER B: Ohio Casualty	24074
	INSURER C: Continental Casualty - CNA	20443
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 GL, UMB, E&O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BZS56609295	07/12/2019	07/12/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BZS56609295	10/10/2019	07/12/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USO56609295	07/12/2019	07/12/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		COVERAGE NOT PROVIDED			X STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $
C	ERRORS & OMISSIONS			596361673	08/28/2019	08/28/2021		$2,000,000

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

Those usual to the insureds operation.

CERTIFICATE HOLDER

City of Santa Fe
Conventions & Visitors Bureau
201 West Marcy St
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

Willard A. Lilcatt

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ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/19/2020
FOR CITY COUNCIL MEETING OF 09/09/2020

ISSUE:
Request for Approval of Contract Amendment #2 with Lou Hammond & Associates in the amount of $125,000 for Public Relations Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

QUALITY OF LIFE COMMITTEE ACTION: pulled for discussion by Councilor Villarreal. Approved.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

i) Request for Approval of Contract Amendment #2 with Lou Hammond & Associates in the amount of $125,000 for Public Relations Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Quality of Life Committee (scheduled): 08/19/2020
Finance Committee (scheduled): 08/31/2020
Governing Body (scheduled): 09/09/2020

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

3-19-18

ITEM # 19-0450

Contract No.18-0729

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. Compensation.

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of one hundred and thirty thousand dollars ($130,000), such compensation not to exceed $130,000, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed two hundred and sixty thousand dollars ($260,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2020, unless terminated pursuant to the Contract. There is an option to renew for up to two more additional years.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/18/19
Alan Webber, Mayor

Attest:

By: _____ Date: 7-8-19
Yolanda Y. Vigil, City Clerk
cc mtg. 6.12.2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 6/24/19
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #19-00126219

BU/Line Item: 22108.510310

ITEM # 18-0729

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 Lou Hammond & Associates (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City :

A. Answer all media calls/requests from U.S. and Canada based journalists inquiring about the City of Santa and requesting media assistance from TSF.
B. Correspond in a timely manner via e-mail, phone, fax, letters, memos etc., to all media who request information about City of Santa Fe tourism.
C. Send monthly press releases and pitch communications to national media, reporters, and publications based on a TSF approved editorial calendar and as required when there is timely TSF news to distribute.
D. Recruit and assist writers with story ideas, itineraries and visits resulting in press about Santa Fe.
E. Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report that includes the following for each piece of coverage: publication name, clip/copy of coverage, publication date, electronic link to coverage (if available), media value and circulation or impressions.
F. Provide monthly reports on all media assistance, communications, contacts and results from pitch communications and press releases on behalf of TSF.
G. In Calendar Year 2017, TSF delivered $36,000,000 in earned travel editorial media value. The Contractor is expected to generate similar and annually increasing results.
H. Coordinate and assist with all individual and group media familiarization tours. This includes developing target media list, recruiting media participants who will deliver coverage in top tier national and regional publications with extraordinarily high circulation, designing invitations, managing responses and communications with participants, making flight/transportation arrangements, and preparing a press trip itinerary for participants.

I. Coordinate and schedule media desk side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion Contractor may be asked to accompany TSF Staff on appointments.

J. Travel as necessary and as assigned by TSF staff.

K. Work to enhance and support all TSF social media network outlets

L. The Contractor will participate in TSF creative meetings (conference calls) on a bi-weekly and quarterly basis.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred thirty thousand dollars ($130,000.00), plus applicable gross receipts taxes. Payment shall be rendered as follow:

(1) Ten thousand dollars ($10,000.00) per month service fee;

(2) Ten thousand dollars ($10,000.00) annually for out of pocket expenses.

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 on July 1, 2018, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. There is an option for an annual renewal for an additional three (3) years.

6. TERMINATION

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

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date

Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees

that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured

and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

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

waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
TOURISM Santa Fe
ATTN: Randy Randall
201 W. Marcy St.
Santa Fe, NM 87501

Contractor:
Lou Hammond & Associates
145 King Street, Suite 411
Charleston, SC 29401

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

LOU HAMMOND, CHAIRMAN/FOUNDER

DATE: 7-13-18

CRS#03-294385-00-7
City of Santa Fe Business
Registration # 18-00126219

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY 6/23

APPROVED:

FINANCE DIRECTOR 7-3-18

22108.510310
Business Unit Line Item

Signature: Geralyn Cardenas
Geralyn Cardenas (Sep 16, 2020 15:10 MDT)

Email: gfcardenas@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8g

Request for Approval of Amendment #3 to PSA with Lou Hammond in the amount of $125,000 for Public Relations Services for Tourism Santa Fe for FY22 (Randy Randall, TOURISM SF Director, rrandall@santafenm.gov, 505/955-6209)

Committee Review
Finance Committee: 06/21/2021
Public Works and Utilities: 06/28/2021
Governing Body: 6/30/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/30/2021 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		

AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE FIREFIGHTERS ASSOCIATION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS – LOCAL 2059

Whole Agreement in Effect

July 1, 2021 through June 30, 2024

Year Number 1 of Whole Agreement

TABLE OF CONTENTS

		PAGE NO.
SECTION I		
Article 101	Preamble	1
Article 102	Recognition	1
Article 103	Rules and Regulations	1
Article 104	Existing Conditions	2
Article 105	Probationary Period	2
Article 110	Discrimination	2
Article 111	Union Activity	3
Article 112	Union Business	3
Article 115	Union Use of City Facilities	4
Article 116	Bulletin Board Space	4
Article 117	Printing and Supplying of Agreement	4
Article 120	Dues Deduction	5
Article 125	Management Rights	5
Article 130	Emergency Employee	6
Article 131	Contracting Out	6
Article 132	Strike	6
Article 133	Volunteers	7
Article 134	Layoff	7
Article 135	Recall	7
Article 136	Retiree Rehire	7
Article 140	Successors	7
Article 141	Savings Clause	8
Article 142	Gender	8
Article 143	Domestic Partnership	8
Article 150	Duration of the Agreement	8
SECTION II		
Article 201	Grievance Procedure	10
Article 202	Discipline/Corrective Action and Discharge	12
Article 203	Arbitration Procedure	15
Article 210	Staffing Levels	17
Article 211	Shift Engineers	19
Article 212	Lieutenants	19
Article 213	Shift Trades	20

Article 214	Shift and Station Transfers	21
Article 215	ARFF	22
Article 220	Labor-Management Committee	23
Article 221	Health and Safety	25
Article 225	Personnel Protective Equip. and Uniforms	27
Article 230	Training	29
Article 231	Travel	31
Article 240	Seniority	31
Article 241	Shifts and Hours of Work	32
Article 242	Leave of Absence	33
Article 243	Modified Work Assignments	34
Article 245	Compensatory Time	35
Article 248	Voluntary Demotion	36
Article 250	Extreme Weather	36
Article 251	Station Maintenance	36
Article 252	Maintenance and Repair	36
Article 253	Emergency Assistance for Fire Fleet Sec.	37
Article 255	Drug and Alcohol Testing	37
Article 256	Counseling Services	37
Article 258	Technological Change	37
SECTION III		
Article 301	Administrative Leave	38
Article 302	Annual Leave Accrual and Use	38
Article 303	Personal Holiday	42
Article 305	Sick Leave Accrual and Use	42
Article 306	Sick Leave Bank	45
Article 310	Funeral Leave	46
Article 311	Educational Leave	46
Article 312	Family Medical Leave Act	47
Article 313	Military Leave	47
Article 314	Honor Guard	48
Article 315	Court Leave	48
Article 320	Annual Leave Buy Back	49
Article 321	Sick Leave Buy Back	49
Article 322	Sick Leave at Retirement	50
Article 330	Overtime	51
Article 331	Special Skills	54
Article 332	Holidays	54

Article 335	Fire Inspectors Standby Compensation	55
Article 336	Per Diem	56
Article 340	Promotional Policy	56
Article 345	Insurance Benefits	65
Article 350	Wage/Salary Survey	67
Article 360	City of SF Pick-up of PERA Contributions	67
Article 361	Base Rate Adjustment – FY21-22	67
Article 362	Cost of Living Adjustment – FY21-22	67
Article 363	Time in Service Step Increase	68
Article 364	Payroll Discrepancies	68
Article 370	Pay Plan	69
	Signature Page	70

SECTION I

ARTICLE 101 - PREAMBLE

This Agreement is entered into by and between the City of Santa Fe hereinafter referred to as the Employer, and the Santa Fe Firefighters Association, Local 2059, International Association of Fire Fighters, hereinafter referred to as the Union.

The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will assure the welfare and benefit of the people of the City of Santa Fe.

ARTICLE 102-RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The classified positions covered are Firefighter I, Firefighter II, Engineer, Rescue Technician, Fire Inspector I, Fire Inspector II, Paramedic I, Paramedic II, Lieutenant, Captain, Training Captain, EMS Captain, Deputy Fire Marshal, and any other positions created during the term of this agreement that will be mutually agreed upon for inclusion in the bargaining unit.

The Union and the Employer mutually agree that, for the purposes of this Agreement, Engineer refers to all Engineers, whether station or shift Engineers.

ARTICLE 103 - RULES AND REGULATIONS

The following rules and regulations as they now exist, or as they may be amended through the process prescribed in Article 220, shall be considered a part of this agreement unless superseded by any provisions of this agreement:

1. City of Santa Fe Human Resources Department Rules and Regulations that address the working conditions of Fire Department employees and are in effect on the date this agreement is signed by both Union and the Employer.

2. Job specifications that cover classified positions represented by the Union.

3. Santa Fe Fire Department Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that address working conditions and are in effect on the date this agreement is signed by both Union and Management shall remain in effect subject to review and revision by the Labor and Management Committee.

ARTICLE 104 - EXISTING CONDITIONS

Working conditions or benefits that have not been the subject of collective bargaining but exist on the effective date of this agreement shall not be changed prior to the Labor Management Committee meeting and conferring on the proposed change(s) as outlined per Article 220.

ARTICLE 105 – PROBATIONARY PERIOD

It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to six (6) months, due to work related performance or work related injury.

ARTICLE 110-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, ancestry, age, sexual orientation, gender identity, marital or veteran status, membership in social and fraternal organizations, disability, or any other group protected by local, state, or federal law.

ARTICLE 111-UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for activity on behalf of or membership in the Union.

ARTICLE 112-UNION BUSINESS

Union Officers

Union Officers (President, Vice-President, Secretary, and Treasurer) shall be granted Union Administrative Leave during their scheduled working hours to conduct general Union business. Union business shall include participation in the following:

Business regarding the administration of this Agreement
Meetings of/with the City of Santa Fe
Union General Meetings
Executive Board Meetings
Political activity
Honor Guard Events

Officers shall be restricted to a total of six hundred twenty four (624) hours of Union Administrative Leave per fiscal year. Once these hours have been exhausted, officers shall not be granted Union Administrative Leave without the approval of the Fire Chief.

Hours shall be deducted from the allotted total only in those instances when use of Union Administrative Leave requires the hiring of overtime.

Union Officers shall request leave through TeleStaff or direct contact with an on-duty Battalion Chief as far in advance as possible and no less than six (6) hours prior to being released from the work site. No more than two (2) Union Officers shall be allowed to leave the work site for any given meeting or business event.

Union Administrative Leave may be granted to other members at the request of the President (or their designee) pending approval from the Fire Chief (or their designee).

Negotiations

Members representing the Union at the negotiating table shall be released from duty or compensated in the following manner:

On-duty Negotiating Team members shall be assigned for all negotiating sessions mutually set by the Employer and the Union.

Union Negotiating Team members who are present at a negotiating session but not scheduled to work on a date mutually agreed upon by the Employer and the Union shall be compensated at straight time.

No more than five (5) members of the Union negotiating team shall be released from duty or compensated for any one negotiating session.

Disciplinary and Grievance Proceedings

Adequate hours will be granted to on-duty members representing the Union in any disciplinary proceedings. Off-duty members representing the Union shall be compensated at straight time. No more than two (2) Union representatives shall be allowed to leave the work site for any given grievance.

LMC and LMC Sub-committees

Adequate hours will be granted to on-duty members representing the Union in any LMC or LMC Sub-committee proceedings. Off-duty members representing the Union shall be compensated at straight time.

ARTICLE 115-UNION USE OF CITY FACILITIES

Fire Department facilities will be made available for union meetings when available. The readiness of the Department to respond to emergencies shall not be compromised during any meeting.

ARTICLE 116-BULLETIN BOARD SPACE

The Employer shall provide a bulletin board or adequate bulletin board space at each fire station for the exclusive use of the Union.

ARTICLE 117-PRINTING AND SUPPLYING AGREEMENT

Twenty five (25) documents containing the entire text of this Agreement shall be printed by the Employer and distributed to the bargaining unit within fifteen (15) calendar days of the effective date of this Agreement. When necessary, the Employer shall arrange for a special printing of this

Agreement to accommodate employees with disabilities. Special printings shall include but are not limited to audio recordings of the text, Braille printings and large text printings. The Employer shall cover the cost of printing this Agreement and any subsequent amendments or Memorandums of Understanding.

ARTICLE 120-DUES DEDUCTION

The Employer agrees to deduct biweekly (26 times per year) dues and assessments in an amount certified by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made, or who are required by this contract to submit to such deductions. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. The Employer shall provide a dues deduction letter provided by the Union in all newly hired employee packets. All signed dues deduction letters shall be returned to the Union Treasurer.

ARTICLE 125-MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer retains the exclusive right to:

1. direct employees and evaluate their performance;
2. determine the location and operation of its facilities;
3. determine the standards for work, hiring, promotion, transfer, assignment, and retention of employees in positions;
4. determine scheduling necessary to carry out the Employer's functions;
5. relieve an employee from duties because of a reduction in force or for just cause;
6. determine methods, means, equipment, and personnel by which the Employer's operations are to be conducted;
7. take such actions as may be necessary to carry out the missions of the Employer in cases of emergencies; and act in furtherance of all other duties and responsibilities set forth in the constitution, federal, state statutes, administrative regulations, and executive orders of the Governor, as well as the City Rules and Regulations.

ARTICLE 130-EMERGENCY EMPLOYEE

The Employer will make every effort to utilize its employees to perform all work, but the Employer reserves the right to utilize emergency employees as follows:

1. Emergency employees shall be utilized for entry level, non-bargaining unit positions only in those circumstances where no qualified candidate for a position is available.
2. The emergency employee meets all applicable job requirements.
3. The emergency employee may be converted to a classified employee within ninety (90) calendar days.

ARTICLE 131-CONTRACTING OUT

The intent of the Employer to utilize contract workers will be for projects that the parties mutually agree:

A. Require expertise not available in the Fire Department or with laid off employees and expertise that cannot be accomplished by training bargaining unit employees in an acceptable time frame or cost.

B. This language excludes non-recurring professional services contracts less than $25,000.00.

The Employer and the Union shall meet and confer whenever the Employer initiates the planning process to utilize contract workers. The Employer shall provide written justification and economic analysis for discussion purposes. If not mutually agreed to, The Union reserves the right to file a grievance. The decision to contract out will be made by the Governing Body of the Employer.

ARTICLE 132-STRIKE

No public employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage or support a public employee strike. No public employer shall cause, instigate or engage in any public employee lockout pursuant to (Article 7E Public Employee Bargaining [10-7E-21]).

ARTICLE 133-VOLUNTEERS

The Employer agrees not to use volunteers in lieu of existing or future Union members. It is further agreed that no new volunteer positions will be created.

ARTICLE 134-LAYOFF

In the case of a reduction in force, affected employees and the Union shall receive written notice six (6) weeks advance. Employees with the least seniority in the Fire Department shall be laid off first and their names shall be placed on a recall list.

ARTICLE 135-RECALL

No new employees shall be hired until all laid-off employees on the recall list have been given the opportunity to return to work. Names on the recall list shall remain valid for two (2) full years and employees shall be recalled from the list in order of seniority. Recalled employees shall give notice of acceptance or refusal within five (5) business days of notification; if accepted, they shall report for work within twenty (20) business days of notification; if declined, their name shall be removed from the list. The employer will make classroom training available, at no cost, for laid-off employees to maintain their certification if they so desire.

ARTICLE 136-RETIREE REHIRE

The Union and management agree that the rehiring of retired Santa Fe Fire Department employees is an area of mutual concern. We agree that issues of employee seniority, leave accrual and usage, promotional policies, and pay grade are to be discussed by LMC and made a part of this contract via a memorandum of understanding prior to the rehire of any said employees.

ARTICLE 140-SUCCESSORS

This Agreement shall be binding upon the successor and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 141-SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by any court of competent jurisdiction, the validity of the remaining portions shall not be affected.

If any provision of this Agreement, or any application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 142-GENDER

Gender usage in this agreement shall be construed to include both male and female employees.

ARTICLE 143-DOMESTIC PARTNERSHIP

The definition of a domestic partner shall be referenced to Policy Number 2500-5-2 of the City of Santa Fe Administrative Manual. Members that meet the definition of domestic partners shall receive all the benefits of this agreement.

The employer and union agree that all benefits awarded to married couples shall be granted to employees in a recognized domestic partnership as defined in the City of Santa Fe's Benefits policy.

ARTICLE 150-DURATION OF THE AGREEMENT

This agreement shall remain in full force and effect until June 30, 2024.

Negotiations of Section III of the Agreement shall begin no later than October 1, 2021 for fiscal year 2022-2023, and no later than October 1, 2022 for fiscal year 2023-2024 with each negotiations cycle being complete on or before December 31 of each year. In addition, each party may open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties.

Negotiations for a subsequent agreement shall begin no later than October 1, 2023 and be complete on or before December 31, 2023.

Any provision of this Agreement between the City of Santa Fe and the Santa Fe Firefighters Association that requires the expenditure of funds is contingent upon the specific appropriation of funds by the Governing Body and upon the availability of funds.

SECTION II

ARTICLE 201-GRIEVANCE PROCEDURE

Grievances shall be limited to alleged contractual violations or misapplication or misinterpretation of any provisions of this Agreement.

Informal Resolution
The parties are encouraged to resolve matters at the lowest possible level prior to escalating a grievance through the formal grievance procedure. The matter may be brought to the LMC prior to resorting to the following resolution steps.

Formal Resolution
Grievances may only be filed on behalf of an individual employee or group of employees covered by this Agreement, or the Union as the exclusive representative.

An individual employee may not invoke or file a grievance under this article.

All formal grievances shall be filed in writing and shall contain the following:

1. The name and classification of the affected employee
2. The date and time the alleged incident or violation took place
3. A clear and concise statement of the grievance
4. The specific section or sections of this Agreement the affected Member contests have been violated
5. The specific section or sections of this Agreement the Union contests have been violated
6. The relief sought

Step 1:
If a mutually agreed upon solution is not reached through informal resolution, the Union may submit a formal grievance to the Fire Chief within ten (10) business days. The Fire Chief shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 2.

If the Fire Chief determines that a grievance has been filed in response to an alleged violation, misapplication, or misinterpretation of this agreement by Management outside of the Fire Department, the Fire Chief shall forward the grievance to the City Manager and the process shall immediately move to Step 2.

Step 2:
The grievance may be filed with the City Manager within ten (10) business days after the time for response from the Fire Chief. The Union shall submit the grievance to the City Manager in writing. The City Manager shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Union (but not by the individual employee) as per Article 203 within twenty (20) business days after the time for response of the City Manager.

Miscellaneous
Once a grievance has progressed to Step 2, recording devices may be used by either party participating in a grievance proceeding provided the other party has been given written notification three (3) business days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

If the Employer fails to respond within the designated time limits, the grievance shall move to the next step in the grievance process. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his or her own cost.

A grievance may be withdrawn by the Union at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

ARTICLE 202-DISCIPLINE/CORRECTIVE ACTION AND DISCHARGE

Discipline/Corrective Action or discharge shall only be for just cause. All disciplines shall be held in the strictest confidence.

The primary purpose of this is to train or correct performance or behavior that is below standards or that is contrary to the Employer's legitimate interests.

Discipline/Corrective Action shall be progressive and will consider the following courses of action:

A. Informal Counseling: A supervisor may initiate an informal counseling session at their discretion. Any written communications shall be kept between the supervisor and the employee and will detail both the infraction and the recommended remedial actions. These may be material in any subsequent Disciplinary/ Corrective Actions involving the employee.
B. Oral Reprimand
C. Written Reprimand
D. Suspension
E. Disciplinary Demotion
F. Termination

Because of the serious nature of some infractions, a more severe form of discipline, including dismissal, may be appropriate without first having imposed a less severe form of discipline.

<u>Informal Investigations</u>

1. To initiate a disciplinary/corrective action, the supervisor shall conduct an Informal Investigation. The supervisor shall serve the implicated employee(s) and a Union representative with a Notice of Informal Investigation which shall describe the alleged conduct, action, or omission which forms the basis for the informal investigation, the date of discovery of the alleged infraction, and will provide the date, time, and place of the investigation meeting. This notice will also indicate the amount of time necessary to complete the investigation, not to exceed thirty (30) calendar days. This notice, in the form of a written memorandum, shall be served to the Employee and the Union within ten

(10) business days of the date of discovery of the alleged infraction. If an Employee is on leave when this period expires, it shall be extended until the first day the Employee returns to work.

2. The investigation meeting shall be considered part of the investigation. A Union steward must be present at the investigation meeting. An immediate supervisor and his or her supervisor or designee (excluding the Fire Chief) may be present at the investigation meeting. The investigation meeting shall serve as an opportunity for the supervisor and the employee to try to resolve any misunderstandings about the matter. The supervisor shall use this meeting to gather additional information, to hear the employee's side of the story, and to take into account any extenuating circumstances. If an Employee is on leave on the date an investigation meeting has been scheduled, the meeting shall be rescheduled on a date mutually agreed upon by both parties.

3. Upon completion of the informal investigation meeting, and no later than five (5) business days thereafter, the supervisor shall present the employee with either a memo stating that no formal disciplinary action is recommended or a Disciplinary/ Corrective Action form with the recommended action checked. The employee should sign this form as an acknowledgment that he/she is aware of the action being recommended. A signature does not indicate agreement with or acceptance of the recommended disciplinary action.

4. The Disciplinary/Corrective Action Form is forwarded to the Fire Chief for review.

5. If the employee wants to dispute the supervisor's recommendation, they may submit a written appeal to the Fire Chief. Appeals will be submitted no more than ten (10) business days after the first business day following the date the Employee was presented with the Disciplinary/Corrective Action form.

6. The Fire Chief may request a meeting with the Employee and a Union representative to discuss the appeal and its settlement. Upon review of the relevant facts, the Fire Chief may withdraw, modify or concur with the proposed action and forward it on to the Human Resources Director. The Fire Chief will notify the employee in writing of their decision no more than ten (10) business days after receiving the appeal.

7. The Human Resources Director shall review the documentation for completeness and compliance with the contract and forward it to the City Manager within five (5) business days.

8. The employee may file an appeal of the disciplinary action determined by the Fire Chief if it is a written reprimand, suspension, demotion, or termination. The employee will file such an appeal with the City Manager within ten (10) business days after the employee receives the recommendation of the Fire Chief.

9. The City Manager shall respond in writing within ten (10) business days of receipt of the written appeal and may within this time period request a meeting with the Employee and the Union to discuss the appeal and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement.

10. If the appeal is not satisfactorily resolved at this level, and the recommended action is a suspension, demotion or termination, the appeal may be submitted to final and binding arbitration by the Union as per Article 203 (but not by the individual employee) within twenty (20) business days after the time for response of the City Manager. If the appeal is not submitted to final and binding arbitration by the Union within twenty (20) business days after the time for response of the City Manager, the City Manager's action shall be final and binding on the employee.

If the Employer fails to respond within the designated time limits, the action shall become null and void.

<u>Disciplinary Actions:</u>
Oral Reprimand – A record shall be kept in the employee's file at Fire Department Headquarters for not less than three (3) months. Oral reprimands may be removed via memo to the Fire Chief.

All other disciplinary actions shall become a part of the Employee's official personnel record. Disciplinary actions may be removed by the employee if the employee requests their removal in writing to the Human Resources Director via the Fire Chief as follows:
1. Written reprimands – Not less than six (6) months

2. Suspensions – Not less than twenty-four (24) months
3. Disciplinary demotions – Shall remain in the employee's file as long as they are employed by the Santa Fe Fire Department

If an employee receives an additional official disciplinary action during the above-specified time frame, the initial disciplinary action shall be held in the personnel file of the employee no longer than the length of time the most current disciplinary action is held.

Miscellaneous:

A. If the initiating party is the Fire Chief, following the informal investigation meeting, the recommended action and the appeal will go directly to the City Manager.

B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties if extenuating circumstances exist.

C. If an appeal has been filed with the City Manager, recording devices may be used by either party participating in the disciplinary process provided the other party has been given written notification three (3) days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

A party to this Agreement or an individual employee may be represented by counsel at any step of the appeal procedure at his or her own cost.

ARTICLE 203-ARBITRATION PROCEDURE

Disputes between the Union and the Employer arising from a grievance, an appeal of disciplinary action, or the declaration of impasse in the negotiation of this Agreement may be submitted to final and binding arbitration in order to reach a resolution.

To request arbitration for a grievance, as per Article 201, or the appeal of disciplinary actions, as per Article 202, the Union shall serve a written demand for arbitration upon the Employer within twenty (20) business days from the time of response from the City Manager.

To request arbitration to resolve negotiations at impasse, either party shall serve a written demand for arbitration upon the other no more than fifteen (15) business days following the declaration of impasse.

No more than five (5) business days after receiving or issuing the written demand for arbitration, the Employer shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

The parties will confer to select the arbitrator no more than five (5) business days after a list of arbitrators has been received. The selection shall be made by the Union and the Employer alternately eliminating names. The parties shall flip a coin to determine who shall strike the first name. The last name remaining shall be the arbitrator. If either party fails or refuses to strike a name from the list, the other party may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter.

Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

The arbitrator's decision shall be final and binding on the parties. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement. However, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief.

If the arbitrator rules in favor of the Union, the Employer shall pay the arbitrator’s fees and expenses. If the arbitrator rules in favor of the Employer, the Union shall pay the arbitrator’s fees and expenses. If the arbitrator’s ruling does not clearly support the position of either party, both parties shall pay one-half of the arbitrator’s fees and expenses.

The arbitrator shall not have authority to make an award that includes a fine or other punitive damages or award of attorney's fees.

In an arbitration involving the appeal of a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In an arbitration where the Union alleges a contractual violation or dispute over a working condition, the Union shall have the burden of proof by a preponderance of the evidence.

In an arbitration to resolve the declaration of impasse in negotiating this Agreement, either party may require that the issue first be mediated prior to submitting it to final and binding arbitration.

ARTICLE 210-STAFFING LEVELS

In order to assure the effective delivery of essential services as well as firefighter health and safety, the following staffing levels shall be maintained:

Shift:
Minimum staffing shall be Thirty-four (34) members per shift, not including the any personnel under the Support Services Division and Battalion Chiefs.

Qualified individuals may choose to work as a BC if they are asked to and doing so will not require mandatory overtime in the Company Officer position. If BC overtime is accepted on a different shift this rule does not apply.

In the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, any related concerns shall be addressed in Labor-Management Committee per Article 220.

Station:
Minimum staffing shall be Five (5) members per station with the exception of Station 10 which will be staffed with a minimum of Two (2) ARFF active members.

One (1) Captain shall be assigned to supervise each operational fire station. Stations may be supervised by a Lieutenant only in the event that either the Captain assigned to that station is not at work or there is a vacancy in that assignment.

Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.
2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if the Rescue has been reduced to Two (2) personnel.
3. Staffing of additional apparatus will only take place if Thirty-six (36) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:
Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Two (2) SFFD personnel: One (1) Engineer, One (1) Company Officer.

Medic Unit:
Each Medic Unit shall be staffed with a minimum of Two (2) SFFD personnel, one of whom must be a licensed paramedic. Licensed Paramedics working in the classification of Captain or Lieutenant, Engineer or Rescue Technician may be utilized as the only Paramedic on the unit as a voluntary assignment.

Rescue:
Each Rescue shall be staffed with a minimum of Two (2) Rescue Technicians, and One (1) SFFD personnel.

Crash Rescue Vehicle:
The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's part 139 requirements.

Type 6 Engine:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

Tender:
Staffed with a minimum of Two (2) SFFD personnel when staffed as an independent resource.

In the event a Type 1 Engine, Quint/Ladder, or Rescue drops to Two (2) personnel and minimum manning is below Thirty-four (34), prior to 2200 hrs, the BC will outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to Thirty four (34) as outlined in article 330.

ARTICLE 211-SHIFT ENGINEERS

Two (2) Shift Engineers will be assigned per shift. Shift Engineers will be assigned to fill in for station Engineers who are not at work in their respective assignment for any reason. When a station Engineer assignment is unmanned, a Shift Engineer assigned to the affected shift will fill it before other Engineers are used. A Shift Engineer may be utilized in other positions according to qualifications and licensure when no station Engineer assignments need to be filled. Shift Engineers will be utilized based on order of promotion on their shift.

Shift Engineers may be offered overtime or be ordered in to work in accordance with Article 330 – Overtime.

When a permanent station engineer assignment becomes available, a Shift Engineer will be given an assignment without competition in the order they were promoted. If a Shift Engineer is offered a permanent station engineer assignment and declines, the individual will move to the bottom of the list.

Shift Engineers are not eligible for a permanent station assignment based on shift bidding or seniority.

212-LIEUTENANTS

Two (2) Lieutenants will be assigned per shift. Upon promotion, Lieutenants shall be assigned to a Captain until they have successfully completed a mentorship period. Until such time, they shall not be utilized as a Company Officer.

Once a Lieutenant has successfully completed their mentorship, they shall be assigned to fill in for station Captains who are not at work in their respective assignment for any reason. When a station Captain assignment is unstaffed, a Lieutenant assigned to the affected shift will fill it before Company Officers from other shifts are utilized.

It is the Battalion Chiefs' responsibility to ensure that the qualified Lieutenants on their respective shifts have an equal number of opportunities to fill unstaffed station Captain assignments. Such opportunities shall be offered to each Lieutenant on a rotating basis and shall not regularly exceed forty-eight (48) hours. (* See note at the end of this Article).

Battalion Chiefs shall offer on-duty Lieutenants the opportunity to fill all unstaffed station Captain assignments according to their place in the rotation prior to hiring overtime to fill the assignment(s) or utilizing a qualified on-duty Lieutenant to fill an unstaffed assignment.

On-duty Lieutenants who are not assigned to fill in for a station Captain may only be utilized in firefighter assignments.

Lieutenants who have successfully completed their mentorship may be offered overtime or be ordered in to work in accordance with Article 330 – Overtime. Such Lieutenants and Captains may trade shifts in accordance with Article 213 – Shift Trades.

*Note : Lieutenants may fill an unstaffed Captain assignment for more than forty-eight (48) hours in those instances where the respective assignment is scheduled to remain unstaffed for a period of ten (10) consecutive shifts or more (e.g., when the Captain is on FMLA, Military Leave, etc.).

Battalion Chiefs shall make every effort to ensure that the Lieutenants on the affected shift are given an equal amount of time filling the unstaffed assignment.

ARTICLE 213– SHIFT TRADES

All bargaining unit employees will be allowed to trade shifts within their own classification. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, Fire Inspector I and Fire Inspector II shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Shift trades will be entered into the staffing program by the collective bargaining unit member trading off/initiating the shift trade. Trades shall be

considered any time greater than one hour. In order for a trade to be approved, members must possess a balance of annual leave equal to or greater than twice the amount of hours traded.

In the event that a member who agreed to work a shift trade is unable to do so, that member will forfeit annual leave hours equal to twice the amount of hours traded. If an employee does not have enough annual leave hours available to cover such a forfeiture, they shall be placed on Leave Without Pay for the amount of time equal to the remaining hours owed. The only exceptions will be Funeral Leave, outlined in Article 310, a job-related injury, and/or a legitimate extenuating circumstance provided the member gives proper notification to a Battalion Chief or Fire Marshal.

ARTICLE 214 - SHIFT AND STATION TRANSFERS

Section 1 - Station Trade
If two employees of the same classification mutually agree in writing to a station trade, the employer will grant such a request unless it is not deemed to be in the best interest of the Department. Reasons for such a denial shall be provided in writing to both employees. Employees on different shifts shall be allowed to request a station trade. The trade shall be in force for not less than one (1) year from the date it becomes effective.

Section 2 - Shift Change
Each year in October, any shift personnel wishing to change shifts shall submit their request in writing to the Battalion Chief. Such changes will be implemented based on seniority and by job classification. For this section, FF I and FF II shall be treated as one classification. Any new assignment shall remain in effect for not less than two (2) years. The two-year limit does not apply to involuntary reassignment. Reasons for reassignment shall be documented in writing and forwarded to the employees.

Section 3 - New Fire Station/Station Vacancy
In the event a new fire station or station vacancy is opened, each assignment at that station shall be offered to all members and assigned in order of classification and seniority. This section does not apply to remodeling or replacement of existing stations.

Section 4 - Involuntary Reassignment
Battalion Chiefs may reassign any employee if deemed in the best interest of the Department. Such reassignment may be temporary or permanent. Reasons for such assignments shall be documented in writing and forwarded to the affected employees.

Section 5 – On-Call Trade
If two Fire Inspectors mutually agree in writing, i.e.: memo, to an on-call trade, the employer will grant such a request unless it is not deemed to be in the best interest on the department. The on-call trade will be initiated by the inspector requesting the time off. Final approval rests with the Fire Marshal or their designee.

ARTICLE 215 - ARFF

ARFF certified personnel will be divided into two categories: ARFF active and ARFF inactive.

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport. One Captain, Two Lieutenants, and (3) three Firefighters with 3 years or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

1. Any firefighter with (3) three years or greater may volunteer to be made ARFF active. If more than 9 members volunteer then selection will be based on seniority. When a member volunteers, they will be placed at ARFF for a minimum of 1 year, or until they promote as outlined in Article 340.
2. If fewer than nine (9) volunteers in the position of Firefighter with three (3) years of greater are identified, then Firefighters with two (2) years or more of experience, Engineers, Paramedics, and Rescue Technicians will be allowed to volunteer to participate in ARFF qualification. If these volunteers are used, the following with apply:

    a. Preference will be given to classified firefighters. If there is still not enough participation to ensure adequate coverage,

volunteers from the positions of Paramedic, Engineer, and Rescue Technician will be allowed to participate based upon seniority, with no more than one (from all three positions combined) allowed per shift.

b. When the member assigned to cover Station 10 is a classified Paramedic, Engineer, or Rescue Technician and overtime is needed in one of those positions during the shift, that individual may be kept at Station 10 rather than moved into a spot elsewhere in the City.

3. If no volunteers are found then the Firefighters with (3) three years or greater may be assigned to ARFF based on reverse seniority.
   The three ARFF active Firefighters will be rotated fairly in and out of ARFF.

   All ARFF active personnel shall be allowed to trade as outlined in article 213 unless at the time of the trade overtime is created. In this case the trade must be completed with another ARFF active member.

ARTICLE 220-LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee (LMC) consisting of three (3) Union representatives and three (3) Employer representatives. Union representatives shall be appointed by the Union. The Committee shall meet at the request of either party, or at least quarterly. The party requesting a meeting shall present a written agenda to each member at least five (5) business days prior to the meeting.

LMC shall have the authority to:

1. Discuss areas of mutual concern
2. Develop sub-committees of the LMC as deemed necessary
3. Clarify and/or amend, articles of this agreement
4. Review and discuss recommendations submitted by LMC sub-committees
5. Develop, agree upon, and sign memorandums of understanding (MOU's) deemed by both parties to be in the best interests of the Fire Department

LMC Sub-Committees

LMC sub-committees shall meet to discuss and formulate recommendations to LMC as deemed by the committee to be in the best interests of the department. Sub-committees shall include, but not be limited to, the following:

- Health and Safety (See Article 221)
- Standard Operating Procedures
- EMS

LMC sub-committees shall submit recommendations to LMC for review. LMC shall make any such recommendations available to the Union membership and the Employer. Recommendations agreed upon in LMC shall be implemented by an MOU where appropriate.

The Employer shall notify LMC and/or a designated Union representative prior to creating committees or sub-committees that affect union members.

Memorandum of Understanding (MOU)

Both Union and Management shall make a good faith effort to address and resolve areas of mutual concern through a formal MOU whenever prudent and/or appropriate. MOU's shall detail the nature and intent of the understanding and/ or mutual agreement between both parties.

Any MOU must be signed by both the Fire Chief and the Union President (or their respective designee) to be valid.

A valid MOU is required in order for any of the following to occur:

1. Clarification or amendment to articles of this Agreement.
2. Revision of SFFD Standard Operating Procedures, Standard Operating Guidelines, and/ or Rules and Regulations that effect working conditions.
3. A change in working conditions that have not been the subject of collective bargaining but exist on the effective date of this Agreement.
4. Adding, rescheduling, or canceling of promotional testing processes for any classified position represented by the Union as outlined in Article 340 – Promotional Policy.

A MOU amending articles of this Agreement must be approved by a simple majority vote of the Executive Board before the Union President (or their designee) may sign it. Executive Board members who are also members of

LMC must abstain from this vote. The Union membership must be notified of any such MOU being considered by LMC no less than ten (10) days prior to a vote by the Executive Board. Any MOU signed by the Union President (or their designee) less than ten (10) days prior to Union member notification and/ or without the approval of a majority of the Executive Board shall be invalid.

Both parties shall consider any MOU's amending articles of this Agreement as a formal proposal in the first negotiations process after it becomes valid. All such MOU's shall be null and void on the effective date of the first Collective Bargaining Agreement negotiated after it becomes valid.

In the event that LMC becomes deadlocked on issues outside of those listed above, the Employer reserves the right to make a decision and the Union reserves the right to file a grievance.

Time spent at LMC or LMC sub-committee meetings or activities shall be treated as hours worked for Union representatives in accordance with Article 112.

ARTICLE 221- HEALTH AND SAFETY

Safety is an integral part of the responsibilities of every manager, supervisor and employee.

The Employer recognizes its obligation to comply with all applicable federal and state standards relating to health and safety in the Fire Department. The employee realizes that when engaging in emergencies or any and all activities, members shall exercise proper precautionary measures to avoid injury to self and others and that it shall be considered a disciplinary offense for any member to disturb any other member's personal safety equipment without that person's prior knowledge and approval. The Union through its various representatives will be accorded certain participatory rights relating to employee health and safety; however, it is not the intention of the parties that these provisions shall in any way diminish the Employer's exclusive responsibility as described in this article.

There shall be a joint Health and Safety Committee composed of up to three (3) representatives of both the Employer and the Union. The Union's representatives shall be designated by the Union and the Employer's

representatives by the Employer. Health and Safety Committee meetings will be counted as hours worked for bargaining unit employees.

The Health and Safety Committee shall:

1. Meet at least quarterly.
2. Make annual inspections of Fire Department facilities.
3. Make inspections of approved SFFD Personal Protective Equipment (PPE) per NFPA 1851. The PPE inspection form shall be completed by all Fire Department personnel and overseen by the Battalion Chief for Fire Captain and the Fire Captain for the personnel under their supervision. It is every firefighter's responsibility to maintain a constant awareness of the condition of his or her PPE and immediately report any defects in writing to the employee's immediate supervisor. Any firefighter may request an inspection at any time. It is the responsibility of the Fire Captain to report, per the chain of command, any discrepancies or deficiencies noted.
4. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations will include a proposed schedule for implementation and estimate of costs involved.
5. Review all reports of job related accidents or injuries and make written recommendations to modify or add rules and procedures to further promote the avoidance of such incidents in the future.
6. Make written recommendations concerning the Fire Department's existing regular medical testing program to maintain or exceed compliance with NFPA 1582, 1992 Edition.
7. Provide members with information prior to the start of annual physicals which outlines what will and what will not be provided as well as provide education on the departmental exposure protocols.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices in accordance with NFPA 1914, 1991 Edition. Testing is to be conducted by an independent testing company,

other than the manufacturer prior to acceptance of a new aerial apparatus and annually thereafter. Copies of the test results shall be made available to the Health and Safety Committee for their review.

ARTICLE 225-PERSONNEL PROTECTIVE EQUIPMENT AND UNIFORMS

Section 1 – PPE

A. The Employer shall furnish and maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing (bunker gear), wildland gear, and other protective equipment necessary to preserve and protect the safety and health of firefighters. All protective items shall meet the applicable standards at the time of purchase.

B. All purchase requests must be made by March 31st. The exception will be the replacement of damaged uniform items.

Section 2 – Eye Protection

A. The Employer shall furnish non-prescription eyeglasses as required.

Section 3 – Class C Uniforms

A. The Employer will provide at no cost to new bargaining unit members four pants, six Santa Fe Fire Department T-shirts, one jacket with liner, one pair of boots, one squad suit if requested, and one sweatshirt.

B. Bargaining unit members will maintain a minimum of four (4) complete sets of Class C uniforms for inspection purposes. All uniforms shall comply with NFPA 1975, current edition, or be of 100% cotton fabric. Fire inspector uniforms will be of a type acceptable to the Fire Marshal.

Section 4 – Class A & B Uniforms

A. The Employer shall provide at no cost to new bargaining unit members one dress uniform consisting of one Class A jacket, one pair of dress pants, one cotton blend long-sleeve shirt, one cotton blend short-sleeve shirt, one Class A cover, one pair “Hi-gloss” Class A shoes, and one tie with a tie clip.

B. All members shall maintain one Class A and B uniform per the SFFD uniform guide.

Section 5 – Uniform Replacement

A. Requests for uniform items that are selected for replacement due to normal wear and tear or loss shall be submitted to the main office via e-mail by the employee and deducted from the established allocation per employee. A purchase order will be approved, if sufficient money is available in the employee's allocation, and made payable to the vendor.
    a. Each bargaining unit member shall be allocated six hundred twenty-five dollars ($625) uniform allowance at the beginning of each fiscal year.
    b. New bargaining unit members shall not receive a uniform allowance until the first full fiscal year in which they are off probation.
    c. Twenty (20) T-shirts, four (4) hats and four (4) sweatshirts per fiscal year may be purchased through the requisition system.

B. The Employer will replace approved uniform items, separate from the member's allocation, if the following conditions are met:
    a. The item is irreparably damaged or destroyed during emergency response activities.
    b. The member submits a uniform replacement form, a memorandum documenting how the damage occurred, and the damaged item to Fire Department Headquarters for processing.

C. City property issued to the employee shall become the responsibility of the individual employee. If it is determined that items are missing due to employee negligence, these items will be immediately replaced and their cost deducted from that employee's clothing allowance. If it is determined that the individual employee is not at fault for missing or stolen items, these items will be immediately replaced at no cost to the employee

Members may purchase approved clothing items through the requisition process for the employee only. Any change in uniforms or

uniform items will be made through the process prescribed in Article 220.

ARTICLE 230-TRAINING

1. The employer will provide sufficient training opportunities for employees to maintain licenses and certifications required by New Mexico regulation or statute, SFFD Standard Operating Guidelines, SFFD Rules and Regulations, and/or job description.

2. A minimum of two (2) EMS refreshers will be provided per licensure level per year. Each Paramedic refresher will include ACLS and PALS renewal. A minimum of six (6) training applications must be received no later than the deadline specified in paragraph 5 below or the class may be canceled. The Training Section shall determine the maximum class size, which shall be no fewer than ten (10) students. Applications will be approved on a first come, first served basis.

3. One Advanced EMT course will be provided per year. A minimum of six (6) training applications must be received by the Training Section no later than the deadline specified in paragraph 5 below or the class may be postponed until the following year. The Training Section shall determine the maximum class size, which shall be no fewer than ten (10) students. If more applications are received than class size permits, pretest scores will be the determining factor for acceptance.

4. It is incumbent upon the individual employee to attend all classes necessary to maintain required certifications and/or licenses. If an employee does not attend any class described herein, it becomes the responsibility of the employee to seek and obtain the necessary training, at his or her expense and time, so that there is no lapse in any required license or certification.

5. The Training Section will provide employees a twelve-month calendar on or before August 30 of the year prior to that in which the training will be offered. This calendar will reflect training offered by the Training Section. Applications for any and all classes must be received by the Training Section no later than forty-five (45) days before the first day of class. The Training Section shall notify personnel of application deadlines for all training/classes it offers no

more than fifteen (15) and no less than ten (10) business days prior to that deadline.

6. According to the provisions of Article 340 of this Agreement, the employer will provide promotional classes annually unless 5.c applies.

    a. These classes will be included on the training calendar per paragraph 4 above.

    b. Employees wishing to attend these classes must make written application to attend to arrive at the Training Section no later than forty-five (45) days before the first day of the class.

    c. If the Training Section receives no applications for the class at the time the posting closes, the employer may cancel the class.

7. The employer will maintain an in-house library of materials relevant to job requirements and promotional testing for use by employees. Employees will be allowed to check out library materials up to thirty (30) days prior to the start of the applicable promotional testing process. Less than thirty (30) days before a testing process begins, applicable library materials will be available and must remain at the training center. Employees who fail to return borrowed library material shall have the replacement cost deducted from their clothing allowance and will be barred from borrowing library material for a period of one (1) year after the date the material was to be replaced.

8. All training equipment and facilities will be serviceable and judged safe by the Training Officer. The training facility will be included in the yearly safety inspection conducted by the Health and Safety Committee.

9. A safety officer will be designated for any training exercise deemed hazardous according to the current edition of NFPA1403 or in the judgment of the Training Officer or lead instructor responsible for the class or exercise.

10. The employer will provide the following trainings within two (2) years of becoming a classified Rescue Technician contingent upon budget and staffing:

- Confined Space
- Rope Rescue
- Swift Water Rescue
- Auto Extrication

Rope Rescue and Confined Space Technician renewal courses, Swift Water Rescue renewal courses and Auto Extrication renewal courses will be offered to classified Rescue Technicians every two (2) years contingent upon budget and staffing.

ARTICLE 231-TRAVEL

All required documentation must be submitted to the Fire Chief twenty (20) business days prior to the class, seminar, or conference for which travel is necessary. The Employer shall provide a suitable City vehicle for members to travel to classes, seminars, or conferences outside Santa Fe city limits scheduled and approved by the Employer.

The Fire Chief may waive the twenty day requirement.

ARTICLE 240-SENIORITY

Seniority means a privileged status attained by length of an Employee's continuous service calculated from the last date of hire within the Santa Fe Fire Department. Continuous service shall be broken by the following:

1. Resignation
2. Discharge
3. Retirement
4. Employee is laid off for more than two years
5. Employee declines an opportunity to return to work after recall
6. Employee fails to return to work from a leave of absence

If two or more employees start on the same date, seniority will be determined within their hiring group as follows:

1. Most recent date of hire within the Santa Fe Fire Department
2. Continuous full-time paid employment with the City of Santa Fe
3. For employees hired prior to July 1, 2009:
    - Highest Sum of all the digits in the employee's social security number

For employees hired after July 1, 2009:

- Highest cumulative test score average achieved during the SFFD Fire Academy

4. Flip of a coin

Seniority shall be used for:

1. Annual vacation selection
2. Shift changes, station vacancies, and new fire station as per Article 214
3. Temporary transfers

Seniority shall not be a determining factor on any emergency scene.

ARTICLE 241-SHIFTS AND HOURS OF WORK

Hours of Work
Hours of work shall be defined as time that an employee is in duty at the employer's establishment or at the prescribed workplace, as well as all other time during which the employee is suffered or permitted to work for the employer as defined by FLSA.

Emergency Services Section
Members assigned to the Emergency Services Section will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

Fire Prevention and Training Sections
The standard shift for both Sections shall be one of the following:

1. **Non twenty-four (24) hour shift –** Will be from 8am to 5pm, with one (1) hour off for lunch, five (5) days per week, with weekends and contract-approved holidays off. Members may request, through the chain of command, to work a flex week schedule. Approved members shall work a total of forty (40) hours per week with contract approved holidays off. During a week with a contract-approved holiday, members working a flex week schedule will revert to a standard week schedule. Otherwise, two weeks notice will be provided for a change of schedule. Approval to work a flex schedule is solely at the discretion of the Employer; or
2. **Twenty-four (24) hour shift –** Members will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

Changes to the standard week schedule for members assigned to either the Fire Prevention or Training Sections shall be discussed in LMC prior to implementation.

No members assigned to either the Fire Prevention or Training Sections shall be utilized in another assignment in order to satisfy minimum staffing requirements.

These schedules will hereafter be referred to as "Twenty four (24) hour shifts" and a "Non twenty-four (24) hour shifts" respectively. For all shifts, pay will be based on actual hours worked and/or actual leave hours taken.

ARTICLE 242-LEAVE OF ABSENCE

The Fire Chief may approve leave without pay for up to ten (10) consecutive business days upon the written request of the employee. A request by an employee for leave without pay in excess of ten (10) business days must be approved by the Fire Chief and City Manager.

Leave without pay, when requested, may be granted only when the Fire Department can assure a position of like status and pay within the Fire Department upon the return of the employee from leave without pay.

If the Fire Department cannot assure a position in the Fire Department, and the employee agrees in writing to waive that requirement, leave without pay may be granted.

Leave without pay may not exceed twelve (12) consecutive months. Employees on leave without pay in excess of thirty (30) calendar days will be credited with only thirty (30) calendar days towards eligibility for a productivity increase or toward seniority.

Employees shall not accrue sick or annual leave while on leave without pay. Service time will not be credited while on leave without pay.

Leave without pay will be reported on a Personnel Action Request Form only if it exceeds ten (10) business days.

Failure to report to work upon the expiration of approved leave without pay shall be accepted as a voluntary resignation of employment.

Return from leave without pay in excess of ten (10) business days will be reported on a Personnel Action Request Form.

During leave without pay, the employee shall pay the Employer's portion and his/her portion of the insurance in order to continue coverage.

ARTICLE 243-MODIFIED WORK ASSIGNMENTS

Modified work assignments can be requested by an employee or the employer. Reasons for such a request can be inability to perform job duties due to injury or illness (light duty), pregnancy (non-hazardous duty), or as part of the discipline/corrective process (alternative duty).

Section 1 – Light Duty
Any employee placed on light duty by the Employer's occupational medicine doctor for a work related illness or injury may continue to work within the Fire Department without loss of pay or reduction of benefits. Work shall be found which permits an employee to perform tasks that will not exceed the scope of light duty and will not disrupt or conflict with the work of other Union members. Light duty status shall continue until the Employer's occupational medicine doctor either releases the employee to full duty or determines the employee will no longer be able to fulfill his job duties.

An employee may solicit a second opinion from a physician of his choice, the cost of which will be paid for by the Employer. The Employer's occupational medicine doctor and the employee's personal physician shall confer on treatment, care, and light duty status.

In cases where the Employer's occupational medicine doctor and the employee's doctor disagree, a mutually acceptable third and neutral specialist in the field of the Employee's injury/illness shall review the employee's medical records and make the final determination on the appropriate course of action.

Injury leave shall be in accordance with City Resolution 1988-11 establishing a workers compensation program for City employees.

An employee injured while off duty may be offered light duty depending on the type and severity of the injury, provided that the Employer can identify

work which permits the employee to perform tasks that will not exceed the scope of light duty. Such work may be in the Fire Department or other City departments. An employee wishing to be considered for such assignment should submit a written request to the Fire Chief. Light duty granted for an off-duty injury shall not exceed six (6) months in duration.

Section 2 – Non-Hazardous Duty
The Employer will offer non-hazardous duty for pregnancy from the time the pregnant employee provides written notification. The pregnant employee will be on non-hazardous duty from the time of acceptance of such duty until maternity leave begins.

Non-hazardous duty shall mean an assignment within the Fire Department in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor.

Acceptance of non-hazardous duty shall not result in a reduction in pay, an adverse effect on time in service, or ability to promote.

Section 3 – Alternative Duty
An employee may be assigned to alternative duty within the Fire Department as part of the discipline/corrective process.

ARTICLE 245-COMPENSATORY TIME

Compensatory (comp) time must be a mutual agreement between the City and the involved bargaining unit members. Comp time is not mandatory, but is optional in lieu of financial compensation.

Comp time will be earned at the same rate as overtime and converted at the end of the overtime period. Comp time in only considered “accrued” after it is posted to the payroll summary. Members are not allowed to utilize hours that are yet to be posted by payroll.

Comp time, once earned, will be taken following the same procedure for taking Annual Leave and Personal Holiday as listed in Article 302, and use of said leave will be subject to the same restrictions.

Members will have the ability to carry-over up to 240 earned hours into the next calendar year.

ARTICLE 248-VOLUNTARY DEMOTION

Any employee who voluntarily requests a demotion from current classification may be demoted to a lower appropriate classification if a vacancy exists. The employee shall make the request in writing for approval by the Fire Chief. The employee shall receive the rate of pay established for the lower appropriate classification for the contract year.

ARTICLE 250-EXTREME WEATHER

Members shall not be required to perform strenuous non-emergency duties outdoors, including training exercises, when weather conditions are extreme. Extreme weather conditions are those conditions during which employees are likely to suffer injuries relating to excessive heat, lightning, high winds, ice, snow, or heavy rain. Weather conditions shall be determined to be extreme by the Battalion Chief(s) in consultation with Captains.

ARTICLE 251-STATION MAINTENANCE

The Employer agrees to supply and make available necessary materials required for the day-to-day maintenance and upkeep of fire stations. The Employer agrees to supply items necessary to maintain satisfactory sanitary conditions of quarters within fire stations. The Employer will make every effort to consider the recommendations of station crews when purchasing furnishings or kitchen supplies for fire stations.

ARTICLE 252-MAINTENANCE AND REPAIR

The Employer shall be responsible for the timely repair of any emergency vehicle and its associated equipment upon submission of a work order by an employee to the Fire Department Fleet Section.

The Employer shall make every effort to keep an adequate supply of common maintenance items such as vehicle light bulbs, oil, fluids, and so forth. Any parts needed for repair but not in stock shall be ordered as soon as possible.

ARTICLE 253-EMERGENCY ASSISTANCE FOR FIRE DEPARTMENT FLEET SECTION

Fire crews may assist the Fire Department Fleet Section with repairs to essential equipment and vehicles on an emergency basis.

ARTICLE 255-DRUG AND ALCOHOL TESTING

Santa Fe Fire Department employees will follow the Drug and Alcohol Policy for the City of Santa Fe Fire Department (March 2003). This Policy is listed as an appendix to the City of Santa Fe Fire Department Rules and Regulations.

In addition, an employee has the option of acquiring a commercial driver's license (CDL) at the expense of the Employer upon approval of the Fire Chief. If the employee fails the exam or allows the license to lapse, any future cost associated with obtaining a CDL will be at the employee's expense.

ARTICLE 256-COUNSELING SERVICES

The Employer agrees to provide, at no cost to the employee, up to six (6) professional counseling sessions for the employee, their spouse, and children. An employee involved in a job-related critical incident will be allowed ten (10) additional sessions. These counseling sessions shall remain confidential between the employee, the employee's family, and the counselor. Information shall be released to the Employer only with written consent of the employee.

ARTICLE 258-TECHNOLOGICAL CHANGE

At least sixty (60) days prior to the introduction or implementation of substantial technological change affecting the employment status of Union members, the Employer shall by written notice furnish the Union with full information on the planned change or changes. This notice shall contain relevant information reflecting the nature and degree of change, the date or dates on which the Employer plans to effect the change, and the location or locations involved. Following the disclosure, both parties shall meet for the purpose of resolving any issue which may concern the employment status of any Union member.

SECTION III

ARTICLE 301-ADMINISTRATIVE LEAVE

1. Authorized Administrative Leave - The employer may authorize an employee leave with pay, under unusual circumstances, when it is in the best interest of the city to do so with prior approval of the City Manager.

2. Voting - In accordance with provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

3. An employee who abuses voting administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting will be charged with leave without pay and subject to disciplinary action.

4. Events - When the employer grants administrative leave to all city employees to acknowledge an event, Fire Department employees who are required to work, shall be paid double time for the same amount of hours. Off duty employees will receive straight time for the same amount of administrative leave hours granted.

5. Union Business - The employer shall grant administrative leave for union business in accordance with Article 112 of this contract.

ARTICLE 302-ANNUAL LEAVE ACCRUAL & USE

All personnel covered by this contract working a Non twenty-four (24) hour shifts shall accrue annual leave in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 120 hours per calendar year

05-10 years of service - 140 hours per calendar year

10-15 years of service - 160 hours per calendar year

15-20 years of service - 180 hours per calendar year

20+ years of service - 200 hours per calendar year.

All personnel covered by this contract working Twenty four (24) hour shifts shall accrue annual leave, in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 204 hours per calendar year

05-10 years of service - 238 hours per calendar year

10-15 years of service - 272 hours per calendar year

15-20 years of service - 306 hours per calendar year

20+ years of service - 340 hours per calendar year

Annual leave use shall include normal annual vacation time and all other periods of approved absence with pay from regularly scheduled hours of work which are not chargeable to some other category of leave.

An employee eligible to accrue annual leave, pursuant to this article, may request and be granted use of accrued leave at the discretion of the employer. No annual leave shall be advanced by the employer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which the employee's years of tenure are counted shall be the date of hire.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the pay period immediately following completion of the required total length of service.

The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be two and three-fourths (2 ¾) times the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

Upon separation, an employee shall be compensated for all unused and un-forfeited annual leave.

Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Vacation Selection

1. The Department will attempt to satisfy all vacation requests and still maintain sufficient staffing in the most economical manner.
2. Vacation requests will be determined on a seniority basis.
3. Vacation requests shall begin on November 1 of the preceding year.
4. Members may request and be granted use of accrued annual leave for vacation purposes as follows:

   Twenty four (24) hour shift employees:

   01-05 years of service, six shifts

   05-10 years of service, eight shifts

   10-15 years of service, nine shifts

   15-20 years of service, ten shifts

   20+ years of service, twelve shifts

   Non twenty-four (24) hour shift employees:

   01-05 years of service, ten work days

   05-10 years of service, fifteen work days

   10-15 years of service, seventeen work days

15-20 years of service, twenty work days

20+ years of service, twenty five work days

5. An employee may elect to use his/her annual leave in consecutive shifts or divide his/her annual leave into two periods, the sum of which not to exceed the number of shifts as stated above per years of service.

Annual Leave/ Personal Holiday/ Educational/ Compensatory Time Use

1. Seven (7) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Firefighters, Paramedics, and Rescue Technicians. Only one (1) Rescue Technician may be off per day. Three (3) Firefighters and Three (3) Paramedics may be off per day. Requests for such leave shall be made at least seventy-two (72) hours in advance to the Battalion Chief for approval. Requests for leave made less than seventy-two (72) hours in advance of the day requested will be granted if voluntary overtime can be found. These requests shall be considered on a first come first serve basis after all employees have scheduled their vacations and personal holidays. In the event multiple requests are received on the same calendar day, seniority shall be used to rank the requests. Approvals for leave requested above the maximum numbers established within this article shall be granted if minimum staffing is met and as long as approval of said leave does not create overtime. This additional approval of requests for leave shall not be granted until 0730 on the first day of a scheduled tour.

2. The employee must have sufficient annual leave available for the requested time off.

3. Leave used by bargaining unit employees will not be affected by leave used by Battalion Chiefs.

4. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

ARTICLE 303-PERSONAL HOLIDAYS

1. Personal Holiday

A bargaining unit member shall be entitled each calendar year to one (1) personal holiday. The leave may be used for any purpose the member chooses.

2. Wellness Personal Holiday

Bargaining unit members will be entitled to one (1) additional personal holiday per calendar year if they do the following:

- Complete all portions of the Fire Department's annual physical
- Attempt all portions of the Fire Department's IFPAT
- Consent to the VO2Max test when offered
- Pass the red card qualification test.

Personal Holiday and Wellness Personal Holiday:

- Shall be requested in order of seniority after all personnel have requested for vacation time
- Must be taken within the calendar year offered or it will be forfeited
- Granted to members working Twenty four (24) hour shifts shall be taken in twenty-four (24) consecutive hours
- Granted to members working a Forty (40) hour week shall be taken during eight (8) consecutive hours

Members will not be compensated for an unused personal holiday or wellness personal holidays upon separation from the City of Santa Fe.

ARTICLE 305-SICK LEAVE ACCRUAL & USE

Accrual

All employees covered by this contract working Non Twenty four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 72 hours per calendar year.
01-05 years of service - 97 hours per calendar year.
05-10 years of service - 112 hours per calendar year.

10-15 years of service - 128 hours per calendar year.
15-20 years of service - 144 hours per calendar year.
20+ years of service - 159 hours per calendar year.

All employees covered by this contract working Twenty four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

00-01 year of service - 134 hours per calendar year.
01-05 years of service - 156 hours per calendar year.
05-10 years of service - 182 hours per calendar year.
10-15 years of service - 208 hours per calendar year.
15-20 years of service - 234 hours per calendar year.
20+ years of service - 260 hours per calendar year.

Acceptable Use

Sick leave use shall include any period of approved absence with pay from regularly scheduled work resulting from:

1. An employee having an illness or injury which renders the employee unable to perform their duties
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner
3. An employee's immediate family member or significant other requiring the employee's presence because of injury, illness, medical treatment or death

If it is established in the course of a disciplinary action (as defined in Article 202) that a member has utilized sick leave for unapproved purposes, they may have the hours of such an absence charged as leave without pay and such abuse shall be grounds for disciplinary action. A supervisor may require an employee to furnish a written statement that outlines the reasons for use of said sick leave if the supervisor documents a pattern of abuse or evidence of use for unapproved purposes.

Use of Sick Leave

An employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes by verbal contact with an on-duty Battalion Chief prior to 0700 in the morning. If said employee will be at work the second day, they must have a verbal conversation with the on-duty

Battalion Chief(s) prior to 2000 on the first shift to cancel the sick leave. Any employee who is not on-duty the first 24-hour shift of the tour for any other reason and wishes to request sick leave for the second 24-hour shift of the tour must have a verbal conversation with an on-duty Battalion Chief prior to 2000 of the first shift. If the on-duty BC is not available, the employee will contact the Health and Safety Officer. If the Health and Safety Officer is not available, the employee will contact AC 1. Sick leave changes will be noted on Telestaff within the hour.

All employees covered by this contract working Non Twenty four (24) hour shifts, must request sick leave for approved purposes by verbal contact with their Direct Supervisor prior to One (1) hour before start of their shift. If the Direct Supervisor is not available the employee will contact the Health and Safety Officer. If the Health and Safety Officer is not available, the employee will contact AC II. Sick leave changes will be noted on Telestaff within the hour.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which his years of tenure are counted shall be the first day of the first complete calendar month worked.

2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than Twelve (12) months duration and was not the result of disciplinary action.

3. Periods of leave without pay in excess of Thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the pay period immediately following completion of the required total length of service.

Upon death of an eligible employee, compensation for unused total sick leave shall be payable to the employee's estate. Any eligible employee who is terminated or resigns forfeits all accrued sick leave.

ARTICLE 306-SICK LEAVE BANK

Eligibility

1. Any Santa Fe Fire Department employee may request hours from the sick leave bank if they have exhausted all of their sick and annual leave but would be eligible for Sick Leave as defined in Article 305.
2. The sick leave bank will operate on a case-by-case basis, with eligibility being based on the provisions of the Family and Medical Leave Act.

Process

1. The requesting employee will complete the sick leave bank request form.
2. Any Santa Fe Fire Department employee may donate sick leave, annual leave, and or personal holiday to the sick leave bank or individual member using the sick leave bank donations form. Personal holidays must be donated in full and must be used in the year they were earned. Donations will be strictly voluntary.
3. The donor must retain a combined balance of three hundred sixty (360) hours of sick and/or annual leave.
4. Leave will be donated in blocks of not less than four (4) hours.
5. A union representative shall collect sick leave donation forms.
6. A union representative will submit completed sick leave donation forms to the City of Santa Fe Fire Department Administrative Manager or designee. A union representative shall coordinate the receipt and distribution of sick leave bank hours, and maintain necessary records.

Use of Donated Sick Leave

1. Hours donated to the sick leave bank will be converted to a dollar amount based on the donating employee's rate of pay. Hours requested from the sick leave bank will be converted to the receiving employee's rate of pay.
2. Donations will be processed in the order in which the Office Administrative Manager or designee receives them. Once the requested hours has been met, all other donations will cease to be

processed and held until such time as the requestor needs additional hours, or it is determined that no additional hours are needed. If additional hours are needed, the Administrative Manager or designee will process additional donation forms as needed. Once it has been determined that no additional hours are needed, the unprocessed donation forms will be destroyed.

3. Any hours processed but not used shall be retained by the Santa Fe Firefighters Association and stored in the sick leave bank.

ARTICLE 310-FUNERAL LEAVE

An employee shall be allowed up to seventy-two (72) hours of paid leave [or forty (40) hours for employees who work a Non twenty-four (24) hour shift] in the event of the death of an immediate family member or significant other.

Immediate family/significant other means the parent, legal guardian, grandparent, spouse, child, sister or brother, father-in-law or mother-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew, aunt or uncle and grandchild of the employee and shall also include persons residing in the employee's household.

Special or unusual circumstances shall be evaluated by the Employer on a case-by-case basis. The Employer shall make the final determination of eligibility for funeral leave in these cases.

Time will be charged to the employee in the following order until each has been exhausted:

1. Sick
2. Annual

ARTICLE 311-EDUCATIONAL LEAVE

The Employer agrees to grant up to six (6) hours per week to allow employees to attend “for credit” courses that are scheduled during normal working hours. Educational Leave shall not be deducted from the requesting member’s Annual or Sick Leave, but shall not be considered hours worked.

Educational Leave shall be used for time spent either in class or traveling to and from the educational institution.

Requests for Educational Leave shall be accepted once the vacation selection process for the coming year has been completed or January 1 of that year, whichever comes first. Educational Leave shall be approved on a first come, first served basis. In the event that requests for the same period of Educational Leave are received on the same day, the Battalion Chief shall award leave to the Employee with the most departmental seniority first.

For staffing purposes only, Educational Leave shall be treated as Annual Leave and approved according to the guidelines established in Article 302 – Annual Leave Accrual and Use under the "Vacation Selection" and "Annual Leave/ Personal Holiday Time Use" headings:

- Five (5) bargaining unit members may be off per day, not to exceed two (2) members per classification.

The Employer may ask the employee to present proof of their enrollment in classes (i.e., a course schedule) for which they are requesting Educational Leave. Employees who enroll in such classes are strongly encouraged to have such proof available prior to requesting Educational Leave.

ARTICLE 312-FAMILY MEDICAL LEAVE ACT

The Employer and Union agree to follow the requirements of the current Family and Medical Leave Act with the following additions:

1. If the employee meets the requirements of the act, leave shall be paid utilizing sick leave until exhausted and then annual leave until exhausted.
2. After all leave has been exhausted, an employee can make a request for additional hours from the sick leave bank.

ARTICLE 313-MILITARY LEAVE

As per section 20-4-7 NMSA Military Leave statute Military Leave for National Guard and Reserves:

All state, county, municipal, school district and other public employees who are members of organized units of the Army or Air National Guard or Army, Air Force, Navy, Marine or Coast Guard Reserves shall be given not to exceed fifteen working days' military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to

other leave or vacation time with pay to which such employees are otherwise entitled.

On a case-by-case basis the Fire Chief upon approval of the City Manager may grant the employee additional days of paid military leave for periods of active duty or for training when he/she deems that such training or recall to duty will benefit the city by enabling that employee to better perform his/her duties required in his/her city occupation.

Military Leave will not be considered a break in service for the purposes of promotions (Article 340) or seniority (Article 240).

ARTICLE 314-HONOR GUARD

The Employer shall grant on-duty Honor Guard members Training Leave and grant off-duty members overtime when participating in an event requested by either management or The City of Santa Fe. All members shall be placed in Telestaff for staffing purposes.

The Employer agrees to grant Union Leave to on-duty members participating in an approved event not requested by management. The number of members shall not exceed three (3) off per day. Proposed events shall be submitted to the Fire Chief or their designee 72 hours prior to event.

The Employer agrees to allow the use of the SFFD Class-A uniform to members of the Honor Guard participating in an event.

The Employer agrees to allow the use of SFFD vehicles to members of the Honor Guard if available.

ARTICLE 315 – COURT LEAVE

A. When, in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the City of Santa Fe Finance Department. In cases where employees are testifying against the City as the plaintiff or such

appearances are for personal reasons, employees must use accrued annual, compensatory or personal holiday leave time.

B. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the City of Santa Fe Finance Department.

C. An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

D. At the employee's option, the hours of jury or court service may be taken as annual leave, provided the employee has sufficient leave available. An employee on annual leave will keep any compensation received from the jury or court service.

ARTICLE 320-ANNUAL LEAVE BUY BACK

The employer may buy back that portion of an employee's annual leave that exceeds his maximum carry over at the end of each calendar year provided the following criteria are met:

1. A maximum of one hundred twenty (120) hours can be sold back in any one year, provided the balance will remain at the maximum carry over rate at the end of each calendar year.
2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year, his or her intentions to sell back the annual leave in excess of the maximum carry-over balance.
3. If sufficient City funding is available.

ARTICLE 321-SICK LEAVE BUY BACK

The City may buy back sick leave on a yearly basis provided the following criteria are met:

1. A bargaining unit member shall have and/or maintain a minimum balance at the end of each calendar year of five hundred hours (500) if assigned to a Non twenty-four (24) hour

shift, or seven hundred hours (700) if assigned to a Twenty four (24) hour shift position before a buy back may occur.

2. The member must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31, of each calendar year, their intentions to sell back sick leave.

3. A maximum of one hundred twenty (120) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

3. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

4. If sufficient City funding is available.

ARTICLE 322-SICK LEAVE AT RETIREMENT

Sick Leave Buy Back:
Upon meeting all City and PERA requirements for retirement, a member may at their discretion be paid for their accrued sick leave at a rate of one (1) hour for each two (2) hours of accrued leave. The rate shall be the employees pay rate on the date of their retirement from the City.

The member exercising this option shall:

1. State in writing his/her intention to retire under this option to the Human Resources Director via the Fire Chief.

Sick Leave Acceleration:
1. An employee must state in writing his/her intention to retire to the Human Resources Director via the Fire Chief;

2. An employee shall not realize any type of salary increase during the period of conversion and buy-back;

3. Should an employee change his/her mind during this period he/she shall reimburse the City for monies paid in full.

4. All employees may utilize accrued sick leave at the time of retirement for the purpose of acceleration at a rate of one (1) hour for each two (2) hours of accrued sick leave.

5. Employees with ten (10) consecutive years of service with the Santa Fe Fire Department may utilize one thousand (1000) hours of accrued sick leave at one (1) hour for one (1) hour at the time of retirement. Remaining hours shall be used at a rate of one (1) hour for each two (2) hours of accrued sick leave.

ARTICLE 330-OVERTIME

The Employer and Union agree that all applicable Fair Labor Standards Act provisions found in Section 7(k) regarding compensation for hours worked are hereby incorporated as set forth in full. Calculations shall be based on a fourteen (14) day work period.

For Twenty-four (24) hour shift employees those hours worked in excess of 106 hours will be compensated at a rated of one and one-half.

For Non twenty-four (24) hour shift employees those hours worked in excess of 80 hours will be compensated at a rate of one and one-half.

The Employer and Union agree that overtime shall be offered to bargaining unit members as described in this Article.

The employee’s acceptance of the available overtime within the electronic staffing program commits that employee to that assignment for that given day. Unstaffed positions may be filled in advance.

When an unmanned position must be filled, the Employer shall offer members via “outbound” up to twenty four (24) hours at a time until all shifts are filled.

Overtime lists shall be utilized in conjunction with Article 210-Staffing Levels. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Step 1 – Voluntary Overtime

Battalion Chiefs shall make every reasonable effort to fill all unstaffed assignments with voluntary overtime. Voluntary overtime shall be offered to members in the order they appear on the voluntary overtime list, which shall be organized as follows:

- Members within the classification of the position offered who have signed-up for overtime on the electronic staffing program, based on seniority, with the most senior member listed first.
- Members within the classification of the position offered, based on seniority with the most senior member listed first.
- Members signed-up for overtime on the electronic staffing program who qualify for the position offered, based on seniority with the most senior member listed first.

The voluntary overtime list shall be utilized on a rotating name-by-name basis. Once an employee accepts voluntary overtime of over four (4) hours, their name shall be rotated to the bottom of the list.

Step 2 – All Stations Page

In the event overtime from the voluntary overtime list is not available, the Employer shall request voluntary overtime from all stations via an "all stations page." When more than one member on the shift volunteers to work, the first member to volunteer shall have priority. In the event it is unclear which member accepted the overtime hours first the more senior member shall have priority.

Step 3 – Mandatory Overtime

In the event mandatory overtime is necessary, employees shall be ordered to fill mandatory overtime position for position as they appear on the appropriate mandatory overtime list. The mandatory overtime list shall consist of personnel scheduled to be at work the day before the unstaffed

assignment must be filled and shall be organized with those employees classified in the electronic staffing program as "On-Duty" (code 001) first before other personnel. Other SFFD personnel may be utilized to fill mandatory overtime positions as necessary. The list shall be organized by classification with each employee listed in reverse seniority order. When the mandatory overtime list is used to fill an unmanned position, the name of the employee filling that position shall be rotated to the bottom of the list provided the employee filled a minimum of two (2) hours of mandatory overtime.

All affected on-duty personnel will be notified up to 168 (one-hundred sixty-eight) hours in advance prior to being ordered to fill mandatory overtime. The Employer will continue through Step 1 and Step 2 in an attempt to find voluntary overtime. Employees may be ordered to fill mandatory overtime more than (one-hundred sixty-eight) 168 hours before the affected shift in those cases where extra apparatus will be placed in service for special events. The employee being ordered to work will be compensated at a rate of one and one-half times the employee's hourly rate per FLSA.

Overtime for Training/Classes

Mandatory Training:

Members shall be paid overtime for all Mandatory Training. Mandatory training shall be defined as that which is required for maintenance of a certification/licensure or classification, special skills, and training not specified in other areas of this contract. Mandatory training shall be compensated at a rate of one and one-half times the employee's hourly rate.

Voluntary Training:

Members attending classes approved by the Training Section shall receive compensation and/or be granted leave if requested and approved through the Fire Department training application procedure.

Members who attend classes that are approved and provided by the Training Section shall have those class hours considered as hours worked for the purpose of FLSA.

Leave for training will not affect FLSA compensation or overtime incurred prior to or after the conclusion of a training class.

ARTICLE 331-SPECIAL SKILLS

The employer will pay a medical special skills base rate increase in the form of a flat forty cents ($0.40) per hour for those employees on Twenty four (24) hour shifts and sixty cents ($0.60) for those employees on a Non twenty-four (24) hour shift, for all bargaining unit members who maintain any one of the following:

1. New Mexico licensed EMT Intermediate
2. New Mexico licensed EMT Paramedic not serving as a classified Firefighter/Paramedic

ARTICLE 332-HOLIDAYS

The following Holidays are those that shall be recognized and observed as of the date this contract is executed:

1. New Year's Day, January 1 (Actual)
2. Martin Luther King's Birthday, (City observed)
3. Presidents Day, (Observed Friday after Thanksgiving)
4. Memorial Day, (City Observed)
5. Independence Day, July 4, (Actual)
6. Labor Day, (City Observed)
7. Fiesta, Four (4) Hours on Friday of Fiesta Weekend, (City Observed)
8. Columbus Day, (City Observed)
9. Armistice Day/Veteran's Day, (City Observed)
10. Thanksgiving Day, (Actual)
11. Christmas Day, (Actual)

A. Employees who work the above holidays shall be compensated at a rate two and one-half (2.5) times their regular hourly rate.

Use of Leave during a Holiday:

1. Employees who are scheduled to work on any of the holidays listed above utilize any type of leave for that day will be compensated for twenty-four (24) hours at their regular rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.
2. Employees who are scheduled to work on the holidays listed above whom do use leave will not have that leave deducted from their leave balances. And will not be paid for time not worked.
3. Employees may not use a personal holiday as a form of leave on any of the above listed holidays.

B. Shift employees who are not scheduled to work on the above listed holidays shall be compensated for twenty-four (24) hours at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

ARTICLE 335-FIRE INSPECTORS STANDBY COMPENSATION

Fire Inspectors assigned to a standby status by the Employer shall receive Twenty-four (24) hours pay at their regular base rate for each seven (7) day period. Assignments shall be in seven (7) day increments. The Fire Inspector assigned to the seven (7) day standby status may be assigned a take-home vehicle to use during the standby status.

Fire Inspectors who have completed their work shift and have gone home and then are called out to return to work shall receive a minimum of two (2) hours pay.

Fire Inspectors assigned to a standby status by the Employer shall receive four (4) additional hours pay at their regular base rate for each holiday falling within the assigned seven (7) day period.

This Article does not apply to Fire Inspectors who are scheduled to work Twenty four (24) hour shifts.

ARTICLE 336-PER DIEM

1. Bargaining Unit members attending approved training or required to work out of town shall receive per diem as allowed by City of Santa Fe Rules and Regulations. If adequate funding is not available, members may at their discretion volunteer to attend out of town training without receiving per diem.
2. The Employer shall determine if the member is to receive the rate prescribed in the City Rules and Regulations or actual expenses. The Employer shall explain the reasons for its determination to the member.
3. Bargaining unit members may request a travel advance by completing the following City of Santa Fe forms:
   a. Request for Travel Advance/Payment Reconciliation;
   b. Travel Request for Authorization;
   c. Purchase Voucher;
   d. Itemized Schedule of Expenses.

   The advance shall be eighty percent (80%) of the estimated amount. Remaining reimbursement shall be paid to the member within two weeks of a written request for reimbursement.
4. In order to receive advance payment, the bargaining unit member shall submit the completed forms to the Fire Department administrative office no later than fourteen (14) business days prior to the Monday of the week preceding the travel departure date.
5. Members working out of town on a deployment through the New Mexico Resources Mobilization Plan, Urban Search and Rescue, or other Emergency Management Assistance Compact are not eligible for per diem as described within this article.

ARTICLE 340-PROMOTIONAL POLICY

SECTION 1 - INFORMATION BY POSITION

General

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are those things a member shall due to be eligible for a testing process. The "qualifications for position" are

those things that a member shall do to be qualified to perform the position effectively if different than those required for testing.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

Firefighter I

- Years of Service: 1
- Current Position: Cadet
- Requirements:
    - Cadet academy and probation
    - Completed FFI Task Book
    - FAA ARFF
- Testing Process: Successful completion of the Santa Fe Fire Department recruit academy and follow-up test out procedures shall indicate eligibility for the positions of Firefighter I.

Firefighter II

- Years of Service (In Current Position): 2 (1)
- Current Position: Firefighter I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Paramedic I

- Years of Service: 1
- Current Position:
    - If being hired as a licensed Paramedic: Cadet
    - To be eligible for Paramedic School: Firefighter I or II
- Requirements:
    - NM Paramedic License
    - Firefighter I requirements
- Testing Process:
    - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.

    - For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation.
- Qualifications for position: Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for Paramedic licensure.

Paramedic II

- Years of Service (In Current Position): 4 (3)
- Current Position: Paramedic I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Rescue Technician

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - Rescue Operations
    - Completed Rescue Technician Position Task Book
- Testing Process: Shall include a written test which shall have a weight of twenty five percent (25%) and a practical evaluation which shall have a weight of seventy five percent (75%).
- Qualifications for position: Candidates shall not be used as a Rescue Technician until they have successfully completed the following:
    - Confined Space Technician
    - Rope Rescue Technician

Shift Engineer

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
    - Engine Operations

    - Completed Engineer Position Task Book
- Testing Process: Shall include a written test which shall have a weight of twenty five percent (25%) and a practical evaluation which shall have a weight of seventy five percent (75%).
- Qualifications for position: Candidates shall not be used as an Engineer until they have successfully completed the following:
    - Pump Operations

Engineer

- Years of Service: 4
- Current Position: Shift Engineer
- Requirements for testing: No further requirements.
- Testing Process: When a permanent station engineer assignment becomes available, a Shift Engineer shall be given an assignment without competition in the order they were promoted.

Inspector I

- Years of Service: 4
- Requirements: No further requirements.
- Current Position: Any recognized position.
- Testing Process: Shall consist of a written test which shall have a weight of fifty percent (50%) and a practical evaluation which shall have a total weight of fifty percent (50%).
- Qualification for position: Candidates shall successfully complete the following within six (6) months: IFSAC Fire Inspector I

Inspector II

- Years of Service {In Current Position): 4 ½ (½)
- Current Position: Inspector I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.
- Qualification for position: Candidates shall successfully complete the following within six (6) months: ICC Fire Inspector I

Lieutenant

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector I or II, Deputy Fire Marshal, or Training Captain
- Requirements for testing:
    - Q464 - ICS300 Review
    - Q318 - Fire Service Supervision
    - Q297 -Awareness of Command and Control at Multi-Alarm Ops
    - Rescue Operations
    - Engine Operations
    - Completed Lieutenant Position Task Book
- Testing Process: Shall include a written test which shall have a weight of twenty five percent (25%) and a practical evaluation which shall have a weight of seventy five percent (75%).
- Qualifications for position: Candidates shall not be used as a Lieutenant until they have successfully completed the following:
    - FAA ARFF Active
    - ICS 300
    - Company Officer mentorship
    - Company Officer
    - Instructor I

Captain

- Years of Service: 8
- Current Position: Lieutenant
- Requirements for testing:
    - Completed Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation.

Training Captain

- Years of Service {In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector I or II, Deputy Fire Marshal, Lieutenant, or Captain
- Requirements for testing:

    - Q464 - ICS300 Review
    - Q318 - Fire Service Supervision
    - Q297 -Awareness of Command and Control at Multi-Alarm Ops
    - Rescue Operations
    - Engine Operations
    - Completed Training Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation.
- Qualifications for position: Candidates shall successfully complete the following within one year:
    - ICS 300
    - Company Officer
    - Instructor I

<u>EMS Captain</u>

- Years of Service {In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector I or II, Lieutenant, Captain, or Training Captain.
- Requirements for testing:
    - Q464 - ICS300 Review
    - Q426 - Introduction to Fire and EMS Supervision and Management
    - Q297 -Awareness of Command and Control at Multi-Alarm Ops
- Testing Process: Shall consist of an interview
- Qualifications for position: Candidates shall successfully complete the following within one year:
    - ICS 300
    - Company Officer
    - Instructor I
    - Must obtain and maintain PALS Provider or Instructor card

<u>Deputy Fire Marshal</u>

- Years of Service (In Current Position): 8 (2)
- Current Position: Inspector II

- Requirements for testing:
    - Q464 - ICS300 Review
    - Q318 - Fire Service Supervision
    - Q297 -Awareness of Command and Control at Multi-Alarm Ops
- Testing Process: Shall include a written test which shall have a weight of fifty percent (50%) and practical evaluation which shall have a weight of fifty percent (50%).
- Qualifications for position: Candidates shall successfully complete the following within one year:
    - ICS 300
    - Company Officer
    - Instructor I
    - ICC Fire Inspector II
    - ICC Certified Fire Plans
    - Safer NM Now Car Seat Technician

SECTION 2 – PROMOTIONAL TESTING PROCESS

Minimum Shift Complement

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement:

- Six (6) Captains
- Two (2) Lieutenants
- Five (5) Engineers
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

As stated in Article 210, "in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

Scheduling of Testing

When a vacancy exists and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days notification in advance of any such additional testing.

At minimum, promotional testing for the position of Lieutenant shall take place annually in October.

Announcement

Advertising – All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility for testing after application reviews.

Written Test

1. A written test shall be a validated multiple choice test administered by the Training or Prevention Section, or independent contractor.
2. The candidate's test score shall be the total percentage of correct answers.
3. The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.

Practical Evaluation

1. Shall be developed and administered by the Training or Prevention Section, or independent contractor. All testing will be approved by City of Santa Fe Human Resources prior to the start of the testing process.
2. Practical Evaluations may include:
    a. Oral presentations
    b. Interviews
    c. Practical skills demonstrations
    d. Assessment centers
    e. Candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.

Passing Score

The minimum passing score on a written test shall be seventy percent (70%).

The applicant must have a combined written and practical score of eighty percent (80%) to pass when both the written and practical evaluations are scored.

If the testing process only requires a practical evaluation, the minimum passing score shall be eighty percent (80%).

Individuals who fail or are not recommended for promotion in any part of the testing process shall not be placed on the eligibility list. If a candidate fails or is not recommended for promotion, the reasons for such action, all testing material pertaining to that candidate, and suggestions for how the candidate may improve, shall be presented to them if requested.

A candidate may be provided up to two testing opportunities to pass a promotional test per year, but only if the scheduling of additional promotional testing is warranted as described within this article.

Eligibility List

All candidates who pass the required promotional test shall be placed on an eligibility list. The Fire Chief or designee shall notify all candidates of their

ranking on the eligibility list within five (5) days of receiving the results. Eligibility Lists shall be effective until exhausted, or for one (1) calendar year after their creation, whichever comes first.

Promotions

The Fire Chief shall utilize the eligibility list and the rule of three when selecting personnel for promotion. Promotions shall be effective no later than the first day of the first full pay-period after a vacancy has occurred. The Fire Chief shall document the reasons for all final selections.

Qualifying for Position

All promotions are probationary and contingent upon the member qualifying for the position as described in Section 1 of this Article. Failure to qualify for the position will result in the member being demoted to the position that they held immediately prior to the promotion offers. Failure can occur due to the following reasons:

1. Denying or missing the opportunity to take a course required within this article when given the opportunity to do so by the City.
2. Failing a course required within this article.
3. Not completing a requirement within this article when given the opportunity to do so by the City.

ARTICLE 345-INSURANCE BENEFITS

Section 1 – Medical Coverage
The employer shall continue to offer a medical coverage plan. The Employer will pay an amount equal to seventy six and one half percent (76.5%) of the cost of the group medical insurance currently offered by the Employer. Insurance co-pays shall remain the same or lower unless the Group Benefits Advisory Committee for City Employees recommends that they be raised and both parties agree to such a raise.

Section 2 – Dental Coverage
The Employer shall continue to offer a dental coverage plan. The Employer will pay an amount equal to sixty five percent (65%) of the cost of the group

dental insurance currently offered by the Employer. If the plan is changed as a result of a new contract or provider, any change in premiums shall be equally applied to both the Employer and Employee. A representative of the Union may participate on the proposal evaluation committee if the city considers changes in the current dental programs.

Section 3 – Retiree Medical Coverage
The Employer shall continue to contribute to the New Mexico Retiree Health Care Authority. Employees shall be assessed in accordance with the New Mexico Retiree Health Care Authority requirements. The Employer shall contribute in accordance with the New Mexico Retiree Health Care Authority requirements. At the time of retirement from the City, the Employee has the option to enroll in the retiree medical coverage plan.

Section 4 – Term Life Insurance
The employer shall continue to provide a term life insurance plan with basic life insurance coverage of $10,000 included as part of the medical plan and premium. The employer shall continue to offer optional supplemental term life insurance coverage offered independently of the medical coverage. The supplemental term life insurance benefit shall be based on two (2) times the employee's annual base salary with the employer paying an amount equal to sixty percent (60%) of the cost of the purchase of the group life insurance. Any percent of premium change charged by the provider shall be applied to both the employer and the employee.

Section 5 – Other Insurance Programs
The employer shall continue to provide other insurance plans, such as but not limited to, universal life, long-term disability, cancer, intensive care, family life coverage, and prepaid legal. The insurance premiums shall be payroll deducted. Employees may subscribe to these plans at the rates prescribed by the insurance providers. Insurance shall be offered or continue to be offered only if at least ten percent (10%) of the employees elect to participate with a particular firm.

Section 6 – Premium Only Plan
The employer shall continue to provide an optional premium only plan (POP) in which the medical premiums paid by the employee are tax deferred. The program shall comply with all IRS rules and any changes to those rules.

The Union shall participate on the Group Insurance Benefits Advisory Committee for City Employees or any other committee formed to establish, evaluate, select, and/or recommend group insurance coverage including, but not limited to, medical, dental, or vision plans. Each Union shall participate and have one vote on such a committee.

There shall be no alterations to the plans or programs described in the sections above prior to the consideration of and recommendations made by such a committee.

ARTICLE 350-WAGE/SALARY SURVEY

The Union shall be permitted to address in person and in writing any consultant employed by the Employer for the purpose of studying and/or recommending changes to the City's classification and compensation system.

ARTICLE 360-CITY OF SANTA FE PICK-UP OF EMPLOYEE PERA CONTRIBUTIONS

The city will pick up seventy five percent (75%) of the employee's total contribution rate.

ARTICLE 361-BASE RATE ADJUSTMENT (FISCAL YEAR 2021/2022)

Bargaining unit employees shall receive a four (4) percent salary increase effective the first full pay period in fiscal year 2021/2022 following approval of this agreement by the City's Governing Body.

ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL YEAR 2021/2022)

All bargaining unit members shall receive a zero percent (0%) cost of living adjustment to their base salary.

ARTICLE 363-TIME IN SERVICE STEP INCREASE

Section 1

Each bargaining unit member will receive a time in service increase effective at the beginning of the first pay period after reaching his or her anniversary date. This is a forward progression based on years of service of one letter grade as reflected on the Pay Plan (Article 370). Members who remain employed longer than the years accounted for in the Pay Plan shall receive a one percent (1%) time in service increase for each year they remain employed beyond the last year accounted for in the Pay Plan.

ARTICLE 364-PAYROLL DISCREPANCIES

In the event an employee has a payroll discrepancy, the City shall evaluate and respond within seven (7) business days with a course of action and/or request for any additional clarification. The City shall make every effort to correct in a timely manner.

ARTICLE 370- PAY PLAN

To calculate an average base annual salary, multiply by 2912 for shift employees. To calculate an average base annual salary, multiply by 2080 for non-shift employees.

Year	13	14	15	16	17	18	19	20	21	22	23	24	25
Position Title													
Firefighter I (F114)	16.7430	16.9104	17.0799	17.2494	17.4210	17.5958	17.7715	17.9504	18.1303	18.3102	18.4943	18.6784	18.8666
Firefighter II (F115)	18.4163	18.6014	18.7866	18.9758	19.1641	19.3554	19.5499	19.7444	19.9420	20.1417	20.3445	20.5452	20.7522
Paramedic I (F119)	22.2820	22.5035	22.7302	22.9580	23.1868	23.4198	23.6538	23.8898	24.1290	24.3693	24.6126	24.8602	25.1077
Paramedic II (119B)	22.8394	23.0672	23.2981	23.5321	23.7661	24.0042	24.2445	24.4868	24.7322	24.9798	25.2283	25.4810	25.7358
Engineer (F117)	20.2582	20.4610	20.6658	20.8718	21.0808	21.2909	21.5030	21.7183	21.9357	22.1562	22.3777	22.6002	22.8259
Rescue Tech (F117)	20.2582	20.4610	20.6658	20.8718	21.0808	21.2909	21.5030	21.7183	21.9357	22.1562	22.3777	22.6002	22.8259
Inspector I													
Non 24hr (125A)	28.4492	28.7342	29.0212	29.3124	29.6057	29.9021	30.2006	30.5022	30.8069	31.1158	31.4278	31.7408	32.0580
24 hr (125B)	20.3216	20.5265	20.7314	20.9383	21.1484	21.3595	21.5727	21.7890	22.0074	22.2269	22.4484	22.6730	22.9008
Inspector II													
Non 24hr (126A)	31.2946	31.6077	31.9238	32.2421	32.5645	32.8900	33.2186	33.5514	33.8874	34.2264	34.5686	34.9138	35.2633
24 hr (126B)	22.3538	22.5774	22.8020	23.0298	23.2627	23.4936	23.7286	23.9668	24.2050	24.4473	24.6927	24.9382	25.1888
Lieutenant (F120)	23.2856	23.5186	23.7546	23.9918	24.2320	24.4743	24.7187	24.9662	25.2158	25.4686	25.7234	25.9792	26.2392
Captain													
Training Captain													
Deputy Fire Marshall													
Non 24hr (121B)	34.3148	34.6570	35.0043	35.3548	35.7074	36.0641	36.4250	36.7900	37.1582	37.5294	37.9049	38.2834	38.6662
24 hr (F121)	24.5107	24.7562	25.0026	25.2533	25.5060	25.7608	26.0187	26.2777	26.5408	26.8060	27.0743	27.3458	27.6193

2021-2022 Pay Plan

Year	1	2	3	4	5	6	7	8	9	10	11	12
Position Title												
Firefighter I (F114)	14.8574	15.0062	15.1580	15.3088	15.4596	15.6156	15.7716	15.9286	16.0878	16.2490	16.4122	16.5776
Firefighter II (F115)	16.3436	16.5069	16.6722	16.8386	17.0071	17.1777	17.3493	17.5230	17.6977	17.8745	18.0523	18.2333
Paramedic I (F119)	19.7746	19.9722	20.1708	20.3736	20.5785	20.7834	20.9914	21.2014	21.4136	21.6268	21.8431	22.0615
Paramedic II (119B)	20.2686	20.4724	20.6752	20.8832	21.0922	21.3023	21.5166	21.7318	21.9482	22.1686	22.3891	22.6127
Engineer (F117)	17.9774	18.1584	18.3404	18.5224	18.7075	18.8947	19.0840	19.2743	19.4667	19.6622	19.8578	20.0564
Rescue Tech (F117)	17.9774	18.1584	18.3404	18.5224	18.7075	18.8947	19.0840	19.2743	19.4667	19.6622	19.8578	20.0564
Inspector I												
Non 24hr (125A)	25.2481	25.5008	25.7556	26.0125	26.2725	26.5356	26.8008	27.0691	27.3395	27.6141	27.8897	28.1684
24 hr (125B)	18.0357	18.2156	18.3976	18.5817	18.7678	18.9550	19.1454	19.3367	19.5291	19.7246	19.9222	20.1209
Inspector II												
Non 24hr (126A)	27.7732	28.0498	28.3306	28.6135	28.9006	29.1886	29.4809	29.7752	30.0737	30.3742	30.6779	30.9847
24 hr (126B)	19.8380	20.0366	20.2363	20.4391	20.6430	20.8499	21.0590	21.2680	21.4802	21.6965	21.9128	22.1312
Lieutenant (F120)	20.6658	20.8728	21.0808	21.2909	21.5041	21.7204	21.9367	22.1562	22.3777	22.6023	22.8280	23.0558
Captain												
Training Captain												
Deputy Fire Marshall												
Non 24hr (121B)	30.4522	30.7570	31.0648	31.3747	31.6878	32.0050	32.3253	32.6498	32.9753	33.3060	33.6388	33.9747
24 hr (F121)	21.7516	21.9690	22.1884	22.4110	22.6356	22.8613	23.0890	23.3210	23.5550	23.7900	24.0271	24.2674

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives.

Alan Webber, Mayor — Date

Mary McCoy, Finance Director — Date

ATTEST:

Kristine Bustos-Mihelcic, City Clerk — Date

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Jun 17, 2021 10:31 MDT)

Jun 17, 2021

Senior Assistant City Attorney — Date

Santa Fe Firefighters Association – IAFF Local 2059

Adan Lopez, President — Date

Andrew George, Secretary — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **June 14, 2021**

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

VIA: **Jarel LaPan Hill, City Manager** JLH (Jun 20, 2021 21:32 MDT)
Bernadette Salazar, Human Resources Director Bernadette Salazar (Jun 17, 2021 17:17 MDT)
Kyra Ochoa, Community Health and Safety Director Kyra Ochoa (Jun 17, 2021 11:44 MDT)
Paul Babcock, Fire Chief Paul Babcock (Jun 17, 2021 11:43 MDT)

FROM: **Brian Moya , Assistant Fire Chief** Brian Moya (Jun 15, 2021 13:25 MDT)
Lead Negotiator for the FY22 Management Team

ITEM AND ISSUE:
Request for approval of the Collective Bargaining Agreement between the City of Santa Fe and Santa Fe Firefighter Association for FY22. Contract includes salary increases in the amount of $404,826 for sworn bargaining unit employees.

BACKGROUND AND SUMMARY:
For FY22 the City of Santa Fe allocated $404,826, which was an equivalent of a 4% increase and all salary dependent benefits for Santa Fe Fire Fighter Association employees. Through mutual collaboration between the Santa Fe Fighter Association and the City of Santa Fe Management Team, we were able to complete contract negotiations for FY22. The agreement was ratified by Santa Fe Fire Fighter Association. Below is a Summary of the items negotiated.

Article 361
Pay increases of 4% across the board for all bargaining unit employees0

Article 102 Article 340
The parties have agreed to transition the 4 existing EMS Captains from non union to union.

Article 335
Fire Inspectors who are on call may be assigned a take-home vehicle to use during the standby status.

Article 302
Seven (7) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Firefighters, Paramedics, and Rescue Technicians. Only one (1) Rescue Technician may be off per day. (3) Firefighters and (3) Paramedics may be off per day.

ACTION REQUESTED:
The Santa Fe Fire Department respectfully requests your review and approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Firefighter Association.

Final-Memo template to City Council.docx (002)

Final Audit Report 2021-06-21

Created:	2021-06-16
By:	Brian Moya (bjmoya@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAApZJJgENYPo1NfYTHtm5YKqFw8qN4prVx

"Final-Memo template to City Council.docx (002)" History

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Document e-signed by JLH (jlapanhill@santafenm.gov)

Signature Date: 2021-06-21 - 3:32:06 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-06-21 - 3:32:06 AM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

u) Request for Approval of CBA July 2021 through July 2024 between the City of Santa Fe and Santa Fe Firefighter Association Local 2059. (Paul Babcock, Fire Chief; prbabcock@santafenm.gov; (505)955-3110 / Brian Moya, Assistant Fire Chief; bjmoya@santafenm.gov; (505)955-3111)

Committee	**Review:**
Finance Committee:	06/21/2021
Public Works Committee:	06/28/2021
Governing Body:	06/30/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8m

Request for Approval of Collective Bargaining Agreement Between the City of Santa Fe and Santa Fe Firefighter Association Local 2059 for July 2021 Through July 2024. (Paul Babcock, Fire Chief; prbabcock@santafenm.gov, 955-3110 and Brian Moya, Assistant Fire Chief; bjmoya@santafenm.gov, 955-3111)

Committee Review:
Finance Committee: 06/21/2021
Public Works Committee: 06/28/2021
Governing Body: 06/30/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/30/2021 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 7, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Safety Committee

VIA: Andrew Padilla, Chief of Police (6-7-21)

FROM: Ben Valdez, Deputy Chief of Police
Lead Negotiator for the FY22 Management Team

ITEM AND ISSUE:
Request for approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association for FY22. Contract includes salary increases in the amount of $(423,039.00) for sworn and civilian bargaining unit employees. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

For FY22 the City of Santa Fe allocated $(423,127.00), which was an equivalent of a 4% increase per funded position for Santa Fe Police Officers Association (SFPOA) bargaining unit employees. Through mutual collaboration between the SFPOA and the City of Santa Fe Management Team, we were able to complete contract negotiations for FY22. The agreement was ratified by the SFPOA. Below is a summary of the items negotiated:

- **Section 16 Compensation-**
  - Pay Increases-
    - 4% Salary increase for all Non-Sworn, Non-Probationary Employees
    - 1.2% base rate increase for Police Officer I $22.264
    - 1.8% base rate increase for Police Officer II $25.450
    - 3.334% base rate increase for Senior Police Officer $31.000
    - 3.334% base rate increase for Police Detective $31.000
    - 6.06% base rate increase for Police Sergeant $35.000

    Budget Increase of $423,039.00 allocated in FY22

  - Incentive Pay-
    - Tactical Emergency Medical Services Incentive Pay for (4) allocated positions. $100 per month once certified as an EMT Basic and TEMS Certification

      *(None of the allocation for raises was used for this incentive. We used 4 of 12 unfilled Field Training Officers to fund this incentive. We now have 8 FTO positions, 6 of 8 are currently filled.) No Fiscal Impact.

  - Court Allowance
    - Included clarifying language stating- The rate of pay will be in compliance with Section 21 Hours of Work and Overtime. No Fiscal Impact.

- **<u>Section 29 On Call and Call Backs-</u>**
    - Call Back Time
      Included clarifying language stating the rate of pay will be in compliance with Section 21 Hours of Work and Overtime. No Fiscal Impact.

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association.

AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE POLICE OFFICERS' ASSOCIATION

Whole Agreement in Effect

July 1, 2019 through June 30, 2022

Year number 3 of Whole Agreement

TABLE OF CONTENTS

	TITLE	PAGE
I	AGREEMENT	2
II	MANAGEMENT RIGHTS	3
1	ASSOCIATION REPRESENTATIVE	4
2	LOST, DAMAGED OR STOLEN PROPERTY	5
3	UNIFORMS	5
4	FIREARMS TRAINING	6
5	TIME OFF TO VOTE	7
6	TRAINING AND EDUCATION	7
7	MATERNITY LEAVE	8
8	MILITARY LEAVE	8
9	ANNUAL MILITARY TRAINING	9
10	LEAVES OF ABSENCE WITHOUT PAY	9
11	HARASSMENT	10
12	EMPLOYEE SAFETY AND HEALTH	10
12A	LIGHT DUTY	11
12B	MEDICAL SEPARATION	11
13	ADMINISTRATIVE LEAVE	11
13B	PERSONAL HOLIDAY	11
14	[RESERVED]	12
15	EXAMINATIONS	12
16	COMPENSATION	13
17	ANNUAL LEAVE	19
18	SENIORITY	20
18A	RE-EMPLOYMENT	22
18B	LATERAL HIRE PROGRAM	22
19	HOLIDAYS	23
20	SICK LEAVE	24
21	HOURS OF WORK AND OVERTIME	28
22	EXTRA DUTY ASSIGNMENTS	29
23	OUTSIDE EMPLOYMENT	30
24	EARLY RETIREMENT	30
25	LIABILITY PROTECTION	31
26	GROUP MEDICAL INSURANCE	31
27	WORKERS COMPENSATION	31
28	JURY DUTY AND WITNESS PAY	31
29	ON CALL AND CALL BACKS	32
30	DEFERRED COMPENSATION PROGRAM	34
31	CHECK OFF AUTHORIZATION	34
32	LAY OFF AND RECALL	34
33	INTERNAL AFFAIRS	35
34	DISCIPLINARY ACTION	38
35	GRIEVANCE AND APPEAL PROCEDURES	43
36	PROBATION PERIOD	46
37	FILLING OF VACANCIES	46
38	EDUCATIONAL INCENTIVE PAY	53
39	STAFFING	53
40	LABOR MANAGEMENT COMMITTEE	53
41	CITY OF SANTA FE AND POLICE DEPARTMENT RULES AND REGS	54
42	CONTRACT INCLUDES ENTIRE AGREEMENT	54
43	SAVINGS CLAUSE	54
44	TERMS OF AGREEMENT	55
	APPENDIX A - PEACE OFFICER'S ACT	56
	APPENDIX B - CAR PLAN	59
	APPENDIX C - WORKERS COMPENSATION POLICY	64
	APPENDIX D - DRUG AND ALCOHOL TESTING POLICY	65

I. AGREEMENT

THIS AGREEMENT is entered into by and between the City of Santa Fe Municipal Corporation of the State of New Mexico, hereinafter sometimes referred to as the "Employer", and the Santa Fe Police Officers' Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Santa Fe Lodge #3 Fraternal Order of Police. This agreement is for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized as the exclusive bargaining representative.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

WHEREAS, the Public Employees Bargaining Act was enacted to guarantee employees the right to organize and bargain collectively with the City, to protect the rights of the City, its employees, and labor organizations, to promote harmonious and cooperative relationships between the City and the employees and to acknowledge the rights of the citizens to the orderly and uninterrupted delivery of services.

NOW THEREFORE, IT IS HEREBY AGREED:

A. The City of Santa Fe recognizes the Santa Fe Police Officer's Association as the exclusive bargaining representative for non-probationary employees in the following job classifications: Animal Services Officer, Crime Scene Technician, Police Detective, Police Officer I, II, Senior Police Officer, Police Sergeant, Police Training Administrator, Public Safety Aide, Property/Fleet Manager, Evidence/Property Custodian, and District Attorney Liaison.

B. The City of Santa Fe extends to the Santa Fe Police Officers' Association representing such unit of employees the following rights:

1. To represent the employees in negotiations and in the settlement of grievances;

2. To Association membership dues deductions, upon presentation of dues deduction authorization cards signed by individual employees. It is further agreed that the Employer shall deduct said dues from the pay of employees covered under this agreement, who authorize such deductions, and shall remit such deductions to the Treasurer of the Association within ten (10) days after such deductions are made; and

3. To exclusive representation status during the term of this Agreement as provided in the Public Employee Bargaining Act.

C. The Employer, the Association, and any employee of the Department shall not discriminate against any member of the bargaining unit on account of race, color, sex, creed, religion, marital status, age, sexual orientation, veteran status, disability, and national origin or membership status in the Association, or on any other basis prohibited by city, county, state or federal laws, and;

D. For the purposes of this agreement and any subsequent Memorandum of Understanding, the City of Santa Fe shall be referred to as the Employer; the Santa Fe Police Department shall be referred to as the Department; the Chief of Police shall be referred to as the Chief; the Santa Fe Police Officers' Association shall be referred to as the Association, and any reference to an Association member shall be referred to as employee.

II. MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the City of Santa Fe (Employer) retains the exclusive right to:

A. Determine the mission, budget, organization, number of employees, and internal security practices of the Department.

B. Determine qualifications for employment and content of personnel examinations.

C. Recruit, examine, evaluate, and train employees and determine the time and methods of such actions.

D. Direct employees and evaluate their performance, based on standards of work established by the Department.

E. Determine the standards for hire, promotion, and assignment.

F. Assign, transfer, or retain employees in positions, including the assignment of employees to specific positions and the determination of job content and/or job duties.

G. Suspend, demote, discharge, or terminate employees for cause.

H. Relieve an employee from duty for cause or due to reduction in work force.

I. Determine the location and operation of its facilities.

J. Determine the number of personnel allocated by position and minimum staffing levels by unit.

K. Maintain the efficiency of government operations.

L. Schedule work outside normal scheduling as required in a manner most advantageous to the Department and consistent with community needs and public safety.

M. Take actions necessary to carry out the mission of the Department in all cases to include emergency situations.

N. Direct the Department to establish the methods, means, equipment, and personnel by which the Employer's operations are to be conducted.

O. Determine methods, processes, and means by which Department services are provided.

P. Provide rules and regulations governing the conduct of employees.

Q. Retain all rights not specifically limited by this collective bargaining Agreement or by the Public Employee Bargaining Act.

Section 1 ASSOCIATION REPRESENTATIVE

A. The Employer will have an open door policy for the Association Representative for the length of this contract. The Association and the Employer agree to attempt to handle all grievances at the lowest level. At the Chief's discretion and upon written request additional time may be granted for other activities (i.e. meetings, trainings, etc.).

B. At the discretion of the Chief, representatives of the Association may be granted time off without pay for the purpose of attending training related to labor/management relations not to exceed 216 hours per calendar year for all representatives collectively. Each employee shall be responsible for arranging the time off with their immediate supervisor. Time off shall not be unreasonably denied. All training time will be documented on a Request for Leave form.

C. The Chief of Police or designees shall provide administrative leave with pay for the Union President/Vice President/Secretary/Treasurer and Board Members on duty to assist in the resolution of union/management issues, when such leave is in the interest of the efficiency of City Government and in the best interest of the police department. All time off with pay for union/management business, shall be documented on payroll time sheets, and on P-30 leave request forms as "union" administrative leave. Union representatives shall first request and receive authorization from their supervisors prior to leaving their work sites for any union/management business. Time off shall not be unreasonably denied. Union Officers/ Representatives who work during swing or graveyard shift may have their work schedules adjusted when it is necessary to attend official union/management meetings during normal business hours with the Employer.

On duty representatives shall be restricted to a maximum amount of Union Administrative Leave per year to assist in the resolution of union/management issues.

- President 420 hours per year
- Vice President 360 hours per year
- Secretary 120 hours per year
- Treasurer 120 hours per year
- Other Board Members 80 hours per year

With the exception of Labor Management or Negotiations, for any above given meeting or grievance, no more than two (2) union representatives; shall be allowed to leave the work site and/or receive compensation, except as allowed by the Chief.

D. **WORK STOPPAGES**

The Employer and the Association agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Association shall not cause any work stoppage, strike, slowdown, or sickouts by employees under this Agreement, and should this occur, the Association agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdowns, or sickouts for the term of this Agreement.

Section 2 LOST, DAMAGED OR STOLEN PROPERTY

A. Employees who have lost, damaged, or have had Employer property stolen in the line of duty regardless of the cost, will not be required to reimburse the Employer unless negligence is proven in a predetermination hearing to the satisfaction of the Chief or his designee, pursuant to Section 34 of this Agreement unless said employee waives the predetermination hearing and admits to the allegations of negligence.

B. The Employer will replace health aids prescribed by a licensed medical professional, uniform apparel, and required equipment damaged in the line of duty as a result of a direct delivery of service that has been officially documented. Health aids, uniform apparel and required equipment will be fully replaced by the Employer. This language is not intended to for the replacement of old worn out health aids or uniform apparel or required equipment.

C. All instances of lost, damaged, or stolen property will be reported to the employee's supervisor on duty, in writing at the time of occurrence, or before the end of the shift. Failure to notify the supervisor will negate any claim for replacement. Damaged property shall be presented to the Support Services Commander for inspection, prior to replacement and shall be turned in for destruction at the time of replacement.

Section 3 UNIFORMS/CLOTHING

A. It is understood by the parties to this Agreement that uniform regulations of the Department are established by the Chief and the primary purpose of this section is to protect employees from financial hardship resulting from changes in uniform regulations.

B. Bargaining unit employees will be allocated $650.000 annually less any required deductions, paid to bargaining unit employees by check annually no later than the first full pay period in July. The clothing allowance will be used for the purchase of uniforms and equipment required by the Santa Fe Police Department's Standard Operating Procedures and this CBA. All bargaining unit employees assigned to motorcycle or bicycle patrol, and special operations division shall receive an additional $50.00 annually for a total allocation of $700.00 annually on the check identified above. This clothing allowance is included in the employee's taxable income in accordance with IRS regulations. Purchases will be subject to applicable gross receipts taxes.

Any bargaining unit employee found to be in violation of the dress standards set forth in the Santa Fe Police Department's Standard Operating Procedures and/or as published in this Agreement, or who reports for duty in clothing that is not clean and in good condition as determined by the Police Chief or designee, may be progressively disciplined, up to and including termination for not maintaining those standards.

C. The parties hereby agree that the following are recognized as approved clothing items for the purposes and intent of clothing allowance:

1) Shirts
2) Trousers
3) Ties
4) Footwear
5) Jackets/Coats
6) Gloves
7) Equipment Belts
8) Equipment Holsters
9) Headwear
10) Trouser Belts
11) Cold Weather Clothing
12) Socks
13) Raingear
14) Patches
15) Nametags
16) Pins
17) Court Attire
18) Coveralls
19) Safety Vests
20) Flashlight
21) Non-Prescription Safety Eyewear

The parties further agree that all items listed above must be approved by the Chief or designee(s). The parties further agree that any equipment or clothing deemed useful to enhance the performance and/or safety of his/her duties may be allowed by approval of the Chief of Police or designee(s).

Section 4 FIREARMS TRAINING

The Department will meet all minimum standards for training as established by the New Mexico Law Enforcement Board.

The Department will have a minimum of three (3) shoots per year. One shoot will be comprised of a day and a night DPS qualification session. One will be comprised of a FATS (Firearm Training Simulator) session, and one will be determined by the Chief of Police.

The Department will provide weapons and agrees that for the two (2) shoots that are conducted on the range, the Department will provide ammunition for any Department issued weapon for those employees who are required to carry a weapon.

The Department will provide two (2) boxes of training ammunition per year, for any Department issued weapon, for those employees who are required to carry a weapon for the purpose of training. At any time an employee who wishes to be issued this ammunition shall contact an armorer for this issue.

Section 5 TIME OFF TO VOTE

In accordance with the provisions of Section 01-12-42 NMSA 1978, employees who are registered to vote may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing of the polls.

The Employer may specify the hours during this period in which the employees may be absent.

These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls or ends more than three (3) hours prior to the closing of the polls.

Any employee who abuses administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

Section 6 TRAINING AND EDUCATION

The Employer encourages employees to develop and expand their potential. Employees may be allowed to change hours to attend class during normal work hours depending on the work schedule, with approval of the supervisor. The following classroom participation methods are approved:

- Traditional on campus classroom attendance.
- Online classes wherein the syllabus specifically identifies required login times and dates for classroom attendance.

Time away from work may be paid for by the Employer. Approval to attend courses during working hours will depend on work schedules, work needs, etc.

Tuition expenses for college credit hours will not be reimbursable by the Employer except as provided in the City Tuition/Training Program. Employees shall obtain approval of their immediate supervisor before making any plans to attend classes.

The Employer also offers training sessions in many specialized areas. Supervisors and/or the Training Officer are aware of what training is being offered and will post notices of training opportunities that might be of benefit to employees. If an employee desires training in a specific area, the supervisor and/or training officer must be consulted in writing and will attempt to obtain the requested training.

All requests for education, training, and tuition assistance will be routed through the immediate chain of command to the Training Unit, and evaluation of all requests will be made in accordance with the following policies:

1. Administrative Manual - Tuition and Training; "Employee Tuition and Training Assistance Guidelines."

2. Santa Fe Police Department Directives Manual; "Career Development Program", Directive Number 22.1.

Section 7 MATERNITY LEAVE

The City will comply with the provisions of the Family Medical Leave Act.

Section 8 MILITARY LEAVE

If an employee is or becomes a member of any component of the United States Armed Forces or the New Mexico National Guard, they upon request, will be granted military leave without pay for the first enlistment. Such leave will terminate thirty (30) days after this enlistment expires. Employees who return from military service on a timely basis shall be entitled to job restoration provided they make application, subject to meeting all pre-employment qualifications within thirty (30) days after the date of release from duty under conditions other than dishonorable. The employee must be qualified to perform the duties of the position involved.

A returning employee shall be restored to the position which he/she vacated upon entering the military service. An employee may be entitled to be re-employed in another position, provided he/she is qualified and such re-employment does not necessitate the removal of another person with longer service.

An employee who enters military service shall receive pay for any accrued annual leave to which he/she may be entitled provided a written request is made to the City Manager.

The **Uniformed Services Employment and Reemployment Rights Act (USERRA)** was enacted in October 1994 and is codified in Title 38, United States Code Chapter 43. **USERRA** provides numerous employment and reemployment rights to service members and prohibits workplace discrimination against National Guard and Reserve members. If a member of this department is deployed, the following requirements apply:

1to 30 days – The employee can return to work the **next regularly scheduled workday** after the active military orders expire. If the next regularly scheduled workday is the next calendar day, the employee must be allowed eight (8) hours of rest after he/she had been transported to his/her residence from their place of service.

31 to 180 days – The employee can return to work within **14 days** after the active military orders expire.

Over 180 days - Employee can return to work within **90 days** after the active military orders expires.

EXAMPLE; if the employee is deployed **120 days**, and returns back to the United States, and their active orders expire on **July 1st,** the employee is not required to return to work until at least **July 14.**

To the extent the above is inconsistent with USERRA, USERRA will govern.

Section 9 ANNUAL MILITARY TRAINING

Employees are allowed up to a total sum of 30 days of military leave with pay per federal fiscal year. Fifteen (15) days of Military Leave with Pay (MLWP) is allowed for training. An additional fifteen (15) days is allowed for active duty or deployment orders when mandated for Federal, National or State disaster deployments. MLWP shall be used in accordance with an employee's regularly scheduled work week. For employees working 4/10 hour days, this translates into 300 hours. For 24 hour shifts, this translates into 720 hours. For 8 hour days, this translates into 240 hours. For 4 hour days: 120 hours.

Employee must give the employer advance notice (either in writing or verbally) of upcoming military service of any type. The National Guard provides a yearly schedule which employees should provide as soon as possible. Human Resources, Department Directors and Supervisors will need a copy of the orders and/ or notice. If the employee does not give notice, the employee will not be eligible for reemployment protection following the period of military service. The only exceptions to the notification requirement would be if the giving of notice is precluded by military necessity (e.g. a classified recall) or if it is otherwise impossible or unreasonable to give notice. These exceptions to the notice requirement are expected to be very rare. Employees may then provide orders upon return or as soon as possible. It is best for the employee to give an employer as much advance notice as possible.

Training orders:
Any training orders over the allowed 15 days per federal fiscal year will be marked as Military Leave without Pay, or the employee may use leave requested on a P-30.

Active Duty/ Deployment orders:
Any active duty/deployment orders over the allowed (thirty) 30 days per federal fiscal year will have to be either Military Leave without Pay, or paid by the employee using earned leave requested on a P-30.

Section 10 LEAVES OF ABSENCE WITHOUT PAY

When an employee has demonstrated a need for time off, the Employer may grant the employee leave without pay for a period not to exceed one (1) year with the approval of the City Manager.

During such leave, the employee's position may be filled by another employee. At the expiration of leave without pay, the employee may be reinstated in the position vacated. If not reinstated to the same position, the employee may be offered another vacant position provided he/she is qualified to perform the work. Approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will be discounted from continuous service time.

Failure of an employee to report his/her return fourteen (14) days prior to the expected date of return from leave may be cause for refusal of reinstatement and the employee may be terminated from any further employment obligations.

Section 11 HARASSMENT

It is the policy of the Employer to maintain an environment in the workplace that is free of harassment because of race, color, religion, gender, sexual orientation, age, national origin, and disability. Harassment by a supervisor, co-worker, subordinate or city employee is unlawful under state and federal law. The Employer is committed to providing a work environment that is free of harassment.

COMPLAINT PROCEDURE:

Harassment in any form may be cause for severe disciplinary action, including discharge. Any employee experiencing or observing harassment should immediately contact their Supervisor, Division Director, Department Director, the City Manager, or the Human Resources Department who will conduct the investigation. Internal Affairs will not conduct the investigation. Such reports will be treated on a confidential basis and handled expeditiously.

Any employee under investigation will be afforded all rights under the Employer-Employee Relations Act as outlined in Appendix A.

Refer to City of Santa Fe Policy #2500-4-1 effective 10/31/91 revised 6/17/05.

This does not prohibit the Employee from seeking assistance from the State EEOC and/or Federal EEOC.

Section 12 EMPLOYEE SAFETY AND HEALTH

The Employer believes that the safety and health of its employees are prime considerations in every phase of its activities. The Employer is concerned for the human value of life, health and physical well-being, and it is convinced that good safety and health practices are essential to efficient services to the public.

It is the Employer's intent to provide and maintain safe and healthy working conditions for its employees. In order to ensure this, the Employer will:

1. Instill in its employees an awareness of the need to promote safety and healthy working habits and attitudes on a continuous basis.
2. Provide safety equipment and procedures, provide protection against health hazards in the work place, and ensure the safety of employees.
3. Comply with applicable laws.

Section 12A LIGHT DUTY

1. Any employee placed on temporary light duty by the Employer's Occupational Medicine Doctor for a work related injury or illness may continue to work within the Police Department without the loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will be granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

2. Any employee placed on temporary light duty for non-work related injury or illness may continue to work within the Police Department without loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

Section 12B MEDICAL SEPARATION

1. The parties hereby adopt personnel rule 7.60 and incorporate as if fully set forth herein.

Section 13 ADMINISTRATIVE LEAVE

A. If the Employer grants Administrative Leave to all other city employees, then employees covered under this Agreement who are required to work during this time will be paid at their regular rate of pay, plus administrative leave equal to the number of hours granted by the Employer at hour for hour. If the employee is off, the employee will receive the same amount of hours in administrative time. All administrative leave must be used within one (1) calendar year from the date of accrual.

B. **Special Days**:

For the purpose of recognizing their employees, the Employer will grant the following administrative leave:

1. Ten (10) hours administrative leave for every calendar year that an employee drives his/her assigned vehicle without a charged accident.

2. Ten (10) hours administrative leave for every calendar year of unused sick leave.

C. Employer shall provide a list of employees who are eligible to receive the special days administrative leave on or before February 15th of each year.

Section 13B PERSONAL HOLIDAY

The Association agrees to hereby eliminate the Annual Personal Holiday received by each individual member as outlined by the City of Santa Fe Personnel Rules.

Section 14 [Reserved]

Section 15 **EXAMINATIONS**

A. **Physical Fitness:**

1. All sworn employees shall be required to meet all established minimums for certification as prescribed by the New Mexico Law Enforcement Academy Board during their employment with the Department.

2. All requirements for fitness testing shall be developed by the Employer, and shall be criteria related and validated for law enforcement personnel.

3. In an effort to promote good physical fitness within the Department, the Employer shall arrange with the Employer's physical fitness complexes to obtain keys for those complexes to allow employees covered by this agreement to maintain their physical fitness. Keys shall be obtained for only those physical fitness complexes that are approved by the Employer. The keys shall be maintained by the Department in accordance with established procedures.

   a. The Department, the Recreation Department who manages the Employer's physical fitness complexes, and the Association shall develop procedures and rules governing the access and use of the Employer's physical fitness complexes prior to the complexes being used.

   b. Participation in this program is totally voluntary on the part of the employee. Non participation in this program does not relieve the employee from being physically fit to perform his/her job as required by Federal, State or City law, policy or regulation. However, the right to deny participation in this program for cause is reserved by the Chief. If the employee does not meet the requirements, he/she will be given 90 days to comply with the requirements.

   c. Employees volunteering to participate in this program agree to abide by all the rules and procedures governing this program.

   d. An employee may be denied participation in this program for any violation of the established procedures and rules, based upon the nature and severity of the infraction.

   e. This program may be reviewed monthly and may be modified at the discretion of the Chief. If, in the opinion of the Chief, this program for the Department, as covered by this Agreement, proves unworkable in practice, the Chief shall have the option of terminating the program upon sixty (60) days written notice of intent to the Association. The Employer and the

Association will meet and attempt to solve problems relating to the program, otherwise, said notice shall be final.

f. If at any time a safety concern is identified which may jeopardize the employee's health or safety, this program shall be immediately suspended until such time as the concern is addressed and rectified.

B. **Medical Physical**

Medical Physical may be required at any time to assess the physical capabilities or physical well being of any employee as it relates to the successful performance of the employee based upon assignment or due to illness.

C. **Psychological Evaluations**

Psychological evaluations shall be required and administered as prescribed in Directive Number 94.1.

D. **Drug and Alcohol Testing**

Drug and alcohol testing shall be required and administered as prescribed in the Drug and Alcohol Testing Policy for the Department (Appendix D).

E. **ADA**

If it is determined by the city that an employee cannot perform his/her duties, the employee will be afforded all rights under the Americans with Disabilities Act.

Any discipline, demotion, loss of pay, or transfer as a result of a City mandated examination is grievable.

Section 16 COMPENSATION

A. PAY PLAN

1. **PAY PLAN** - The *Pay Plan* shall be inclusive of those positions/classifications which are covered under this Agreement and shall be categorized into two (2) groups, *sworn* positions and *non-sworn* positions. The Pay Plan shall reflect a minimum pay rate for sworn personnel and non-sworn personnel.

a. **Sworn Positions**:

1. Sworn positions shall consist of the following classifications:

Police Officer I *Police Officer II* *Senior Police Officer*

Police Detective *Police Sergeant*

b. **Non-Sworn Positions:**

1. Non-sworn positions shall consist of the following classifications:

Public Safety Aide	*Animal Service Officer*
Crime Scene Technician	*Property-Fleet Manager*
Evidence/Property Technician	*Police Training Administrator*
Police Liaison	

2. **SALARY INEQUITIES** – Salary inequities created by errors in the pay rate that are discovered and proven to be valid shall be addressed and corrected by approval of the City Manager.

3. **SALARY INCREASE -**

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers.

- Fiscal Year 2022:

The salary increase will be effective the first full pay period in fiscal year 2022 following approval of this agreement by the City's Governing Body.

Sworn Positions:

Bargaining Unit employees in a Sworn Position will receive the following identified increases from their current pay rate or the minimum of the classification pay rate, based on whichever is greater.

Police Officer I	*$22.264*	*1.2%*
Police Officer II	*$25.450*	*1.8%*
Senior Police Officer	*$31.000*	*3.334%*
Detective	*$31.000*	*3.334%*
Sergeant	*$35.000*	6.06%

Non-Sworn Positions:

Bargaining Unit employees in a Non-Sworn Position and in a non-probationary status as of July 1, 2021, will receive a four percent (4%) increase from their current rate of pay.

B. PROMOTIONS

The Association and the Employer agree to adhere to the promotional policy for positions covered in the bargaining unit as currently established by the employer and as outlined in this Agreement. Upon promotion to a higher classification in the pay plan, the employee will advance to the new pay classification.

1. Non-probationary employees who meet the minimum requirements/qualifications for Police Officer I, Police Officer II, Senior Police Officer shall be eligible for promotion to that classification the first day of the pay period following the date on which the requirements are met.

    a. Promotion to a higher classification shall be dependent upon the employee possessing a satisfactory performance evaluation and the written recommendation from the employee's commander/manager.

    b. Performance evaluations and methods for conducting performance evaluations will be based upon and in accordance with the Police Department Policies and Procedures regarding performance evaluations.

2. Non-probationary employees who meet the minimum requirements/qualifications for Detective I and Police Sergeant shall be eligible to test for that position the date on which the requirements are met. Testing for these positions/ classifications shall be in accordance with Section 37: FILLING OF VACANCIES of this Agreement.

C. COURT ALLOWANCE

The Employer will pay a minimum of two (2) hours court time at time and one-half unless the employee appears in court within one (1) hour of his/her tour of duty, starting or ending. In the event the court appearance is within one (1) hour of the tour of duty, starting or ending, the employee will be paid a minimum of one (1) hour at a rate of time and one-half. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime.* Employees appearing in court during their tour of duty will receive "court time.

D. BILINGUAL PAY

1. Only those languages identified in this agreement as adding to the increased productivity and efficiency of the Department shall qualify for pay under this sub-section. The languages currently recognized by this agreement are as follows:

    -Spanish

2. An employee shall qualify for bilingual pay upon demonstrating an acceptable level of reading, writing, and conversational proficiency. Job-related material will be used in determining the proficiency as established by a collaborative team of test proctors composed of one representative from the Association and one representative from the Human Resources Department. The parties hereby agree that all test material will be prepared in a fair and equitable manner by a neutral third party agreed upon by the proctors. It is further hereby agreed by the parties that should an employee pass any portion of the testing process, the employee will not be required to test in that particular portion of the testing process again within a six month period from the date of the initial test. There will be no limit as to how many times an employee may test for bilingual pay.

3. Employees wishing to qualify for bilingual pay shall submit a written request to the SFPOA Board. The test proctor who has been selected by the SFPOA Board shall arrange for testing of the employee within twenty (20) days of receipt of the request.

4. Employees who are certified in the conversational area shall be paid $100.00 per month. Such payments shall be made bi-weekly. Employees shall be eligible to test for Bilingual Pay upon becoming a bargaining unit employee.

5. Employees who demonstrate proficiency in all three areas (reading, writing and speaking) shall be paid $140.00 per month. All bilingual applicants must test and pass a proficiency exam. Only 22 positions are available for employees to test for and receive the $140.00. Proof of certification shall be prepared by the said neutral third party, reviewed and approved by the proctors and presented to the Chief or designee(s) in the form of a memorandum signed by both proctors. Selection will be made based on the earliest certification date. In the event there is a tie based on certification dates, selection will be made based on seniority.

6. A list of employees receiving the bilingual pay will be prepared by the proctor who has been selected to represent the employer and made available to the RECC (Dispatch) and commanders. Employees who unreasonably fail to respond to a call or request for bilingual assistance may be subject to lose his/her bilingual pay incentive at the sole discretion of the Chief or designee(s).

7. Payments under this plan shall be made the first pay period after testing has been completed.

E. SPECIALIZED UNITS:

The Employer shall pay employees assigned to the following specialized units listed below:

S.W.A.T. Team members	$100.00 per month

TEMS Team members	$100.00 per month
K-9 Officers	$100.00 per month
E.O.D.	$100.00 per month
F.T.O.	$125.00 per month

Employees may belong to only one (1) special unit at any given time, and are eligible for only one (1) specialty pay. This includes employees who currently belong to more than one special unit. The only exception will be Field Training Officers (F.T.O.'s) who may belong to a second special unit, however, they shall only receive one (1) specialty pay.

All personnel assigned to specialized units being compensated with incentive pay shall only be eligible to receive the pay when certified in the specialty. (i.e. F.T.O. Certification, Basic SWAT Certification, EMT Basic and TEMS Certification, EOD certification, K-9 Certification)

Assignment to any specialized unit within the Department shall be made in accordance with Section 37: Filling of Vacancies/Assignments and Transfers of this Agreement. The specialized unit commander may also utilize a testing process to assist in determining the best qualified applicant(s) for the assignment.

F. FIELD TRAINING PROGRAM

There will be eligible positions to receive FTO pay for those who hold certification in Instructor Development and Field Training.

Auxiliary FTO's (Police Officers, Police Detectives, Animal Service Officers, and Public Safety Aides, who hold certifications in Instructor Development and Field Training) are eligible to receive specialty pay in the amount of $125.00 per month; only during the time frame they have an assigned trainee(s).

G. SHIFT DIFFERENTIAL

Shift differential is intended to compensate those employees who report to work at an odd hour to relieve the previous shift. Shift work is recognized where more than one group of employees report to work during the same twenty-four (24) hour work day or when an employee is working hours during a shift to cover minimum staffing requirements.

5% of employee's hourly base rate if half or the majority of shift is worked after 2pm.

10% of employee's hourly base rate if half or the majority of shift is worked after 8pm.

Classification Sworn	Minimum Requirements for Classification	Minimum Pay Rate
Police Officer I	Certified police officer with SFPD off probationary status or certified lateral police officer with less than 36 months of service with any law enforcement department	$22.264
Police Officer II	Completion of 36 months of service with SFPD or any law enforcement department	$25.450
Senior Police Officer	Completion of 60 months of service with SFPD or any law enforcement department	$31.000
Detective	Eligible to submit application to test for Detective upon completion of 36 months of service with SFPD*	$31.000
Sergeant	Eligible to submit application to test for Sergeant upon completion of 84 months of service with SFPD*	$35.000
	All promotions shall be in accordance with Section 16 *Compensation*, Paragraph B *Promotions* of the Collective Bargaining Agreement.	
	* Lateral Officers/Retired Officers must meet minimum requirements as outlined in Section 18B Lateral Officer/Retired Officer Hire Program of the Collective Bargaining Agreement for placement in their initial classification and for promotion to a higher classification.	

Classification Non – Sworn	Minimum Pay Rate
Public Safety Aide	$18.610
Animal Services Officer	$17.724
Crime Scene Technician	$21.544
Property – Fleet Manager	$23.752
Evidence/Property Technician	$16.880
Police Training Administrator	$23.752
Police Liaison	$17.724

Section 17 ANNUAL LEAVE

A. Employees are eligible for prorated annual leave accrual for hours worked and during paid leave in accordance to the following schedule(s):

0-1 year of service: up to 100 hours per calendar year.

1-5 years of service: up to 126 hours per calendar year.

5-10 years of service: up to 146 hours per calendar year.

10-15 years of service: up to 167 hours per calendar year.

15-20 years of service: up to 191 hours per calendar year.

20 and more years of service: up to 215 hours per calendar year.

B. An employee eligible to accrue annual leave pursuant to these rules, may request and be granted use of accrued leave at the discretion of the Employer. No annual leave shall be advanced by the Employer.

C. An employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the month immediately following completion of the required total length of service.

D. The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be double the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

E. The Employer may buy back that portion of an employee's annual leave that exceeds his/her maximum carry over at the end of each calendar year providing the following criteria is met:

1. A maximum of eighty (80) hours can be sold back in any one year, providing the balance will remain at the respective maximum carry-over rate at the end of each calendar year.

2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intention to sell back the annual leave in excess of the respective maximum carry-over balance.
3. Sufficient City funding is available.

F. Upon separation of his/her employment, an employee shall be compensated for all unused and un-forfeited annual leave.

G. Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Section 18 SENIORITY

A. Except for sections which contain specific different definitions in this Agreement, seniority is defined as follows:

1. Higher ranks have seniority on junior ranks. The employee with the most continuous service within rank is senior within that given rank. For the purposes of breaking ties in seniority, the first criteria to be applied shall be continuous service with the Department, the employee with the most continuous time being senior. The term continuous service shall be interpreted to mean total service from the date of last hire as an employee of the Department. The final seniority standing is not subject to grievance.

2. For the purpose of receiving issued equipment and vehicles, the senior employee will receive new equipment before the junior employee, when the senior employee's equipment or vehicle is in need of or due for replacement. Once an employee receives a new vehicle, the vehicle will be assigned to the employee for a period of five (5) years or seven (7) years depending on specialty assignment. New vehicle shall be defined as no more than one year from the date of receipt by the Department and have less than 15,000 miles. Vehicles that have sustained significant damage and/or repair shall not be considered a new vehicle for the purpose of issuance. Any equipment issued to an employee will be replaced because of normal wear or damage to the equipment. (This does not preclude employees from receiving new field supplies/equipment upon their hire and duty assignment with the department.)

B. Seniority Determination for Groups of Employees Hired the same day in the same classification:

1. Groups of employees with the same date of hire in the same classification shall be identified.

2. The final overall test score on the entrance examinations administered by Human Resources will determine seniority. The employee with the highest test score number will have the most seniority and the employee with the lowest test score number will have the least seniority within that group.

3. If employees have the same overall test score on the entrance examination administered by Human Resources, the following steps will be adhered to:

- Order Lottery: Groups of employees will participate in an order lottery. This lottery number will determine the order in which employees will draw in the seniority lottery.

- Seniority Lottery: The employee with the lowest lottery number in the Order Lottery will draw first in the Seniority Lottery. The employee with the lowest lottery number will have the most seniority and the employee with the highest lottery number will have the least seniority within that group.

4. Employees will be required to sign an acknowledgement notice accepting their permanent seniority order and this will be placed in their police department personnel file.

5. Seniority shall be defined as time in service with the Santa Fe Police Department for the purpose of equipment/vehicle issue.

6. In the case of Patrol Division, Criminal Investigations Division, Support Operations, and Administration Division time within the division/unit will be the considering factor for equipment/vehicle issue.

7. Sergeants will continue to utilize time in service in these areas.

8. An employee may voluntarily decline a new vehicle. If employee declines a vehicle, said employee will be placed at the bottom of the seniority list.

C. **Patrol Shift Bid**:

1. Patrol Shift bid shall be done by utilizing a sign up chart based on continuous service with the Santa Fe Police Department. The term continuous service shall be interpreted to mean total service from date of last hire as an employee of the Department. Sergeants will continue to utilize time in grade for shift bid purposes. Each employee shall be granted 10 minutes to select his/her team placement. The Department shall two weeks prior to the bid date post a list advising the employees of their designated date and time to bid.

2. In order to assist in placement selection Sergeants will bid first, then all other eligible police department personnel in order designated by the patrol shift bid sign up chart.

3. Each employee can either bid in person or telephonically on the posted date and time. If an employee is unable to bid in-person or telephonically at their designated date and time, the employee may bid in written form up to 24 hours prior to the employees posted date and time. The selection shall be utilized during the employee's assigned time.

4. Any employee who misses allotted time or failed to submit a written request shall be placed at the end of the entire bidding list.

5. Should an uneven number of positions become available the Chief or designee, shall predetermine which team(s) shall be allotted more slots, this will be done so that all positions are known to the employees prior to bidding on a patrol position.

6. Should any circumstance arise wherein it is determined by the Chief of Police that reassignment of Patrol Officers and/or Sergeants is necessary in order to preserve, maintain or otherwise establish the efficiency and effectiveness of Police Operations the Chief may reassign Patrol Personnel at his/her discretion provided that a seven day notice is served to the effected Patrol Personnel prior to the reassignment taking effect.

Section 18A Reemployment

A. If an employee resigns his employment the following shall be adhered to if the employee is rehired:

Ninety (90) days or less - Rehired to previous rank and pay grade with all seniority.

Ninety One (91) days or more - If certified, will be hired under the Lateral Hire Program.

All others are considered a new hire.

Section 18B Lateral Officer/Retired Officer Hire Program

GOAL: The City of Santa Fe and the Santa Fe Police Officer's Association seek to employ highly trained and experienced Police Officers.

1. Lateral Officers:

a) All Lateral officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, lateral hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Lateral officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Lateral officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A lateral officer will be eligible to test for Sergeant after (7) consecutive years of service with the Santa Fe Police Department from lateral hire date. A lateral officer hired on or before January 1, 2020 will be eligible to test for Sergeant upon completion of three (3) consecutive years of service at the rank of Senior Police Officer.

e) A qualifying military lateral hired after July 1, 2020, will be hired at the rank of Police Officer I, regardless of total military police experience.

2. <u>Retired Officers:</u>

a) All retired officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, and retired hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Retired officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Retired officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A retired officer will be eligible to test for Sergeant after (7) consecutive years of service with the Santa Fe Police Department.

Section 19 HOLIDAYS

A. The following are days which are adopted as legal holidays by the City Council:

New Year's Day (January 1st) (Actual)
Martin Luther King Birthday (City Observed)
President's Day (Observed the Friday after Thanksgiving)
Memorial Day (City Observed)
Independence Day (July 4th) (Actual)
Labor Day (City Observed)
Fiesta Holiday (Four hours on Friday of Fiesta Holiday)
Columbus Day (Observed December 24th)
Armistice Day and Veteran's Day (November 11th) (Actual)
Thanksgiving Day (4th Thursday in November) (Actual)
Christmas Day (December 25th) (Actual)

B. Employees required to work on the day a holiday is observed shall be compensated for such work in accordance with the provision of City Human Resources Rule 6.50, paragraph B: "All employees who are required to work a holiday shall be compensated at the rate of two and one-half (2 ½) times their hourly rate," with the exception of the Fiesta Holiday when the employee shall receive only four (4) hours of holiday pay.

Section 20 SICK LEAVE

Sick leave may be authorized when an employee is incapacitated by sickness or injury, or when an employee needs time off for medical, dental and optical diagnosis or treatment. Sick leave may also be utilized to care for immediate family members who may be seriously ill or disabled.

A. SICK LEAVE ACCRUALS:

Employees are eligible for prorated sick leave accrual for hours worked and during paid leave in accordance with the following schedule:

0-1 year of service: up to 72 hours per calendar year.
1-5 years of service: up to 96 hours per calendar year.
5-10 years of service: up to 112 hours per calendar year.
10-15 years of service: up to 128 hours per calendar year.
15-20 years of service: up to 144 hours per calendar year.
20 and more years of service: up to 159 hours per calendar year.

B. An employee may request use of accrued leave provided that such use is applicable sick leave. An employee who abuses sick leave by using it for purposes other than those authorized in Human Resources Rule 13.30 shall have the absence charged as Leave Without Pay and may be grounds for disciplinary action.

C. The Employer may require an employee to furnish a physician's statement for sick leave taken at any time abuse of such leave is suspected. Refusal by an employee shall result in disciplinary/corrective action.

D. Only complete calendar months of service before and after interruptions or breaks shall be counted in computing the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another. The following rules shall apply:

1. When an employee has not experienced any interruption or break in service, the date from which his/her years of service is counted shall be the first day of the first complete calendar month worked.

2. Periods of service as an employee prior to a break or interruption are less than twelve (12) months duration and are not the result of disciplinary action.

3. Periods of Leave Without Pay in excess of thirty (30) days shall not be counted as service time.

E. An employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the month immediately following the completion of the required total length of service.

F. The Employer may buy sick leave on a yearly basis providing the following criteria are met:

1. An employee shall have and/or maintain a minimum balance at the end of each calendar year of five hundred (500) hours before buy-back may occur.
2. An employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intentions to sell back the sick leave.

3. A maximum of ninety-six (96) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

4. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

5. Sufficient City funding is available.

G. An employee is not required to sell the leave in excess of the minimum balance.

H. **BEREAVEMENT LEAVE:**

Employees will be allowed up to a total of forty (40) hours of bereavement leave in the event of a death in the employee's immediate family. Such leave shall be charged to sick leave, compensatory time, annual leave, or Sick Leave Bank if all other leave has been exhausted.

1. When justified, that the deceased is an immediate family member or domestic partner, additional leave may be granted by the Association (Executive Board) at the request of the employee. This additional leave may be charged to sick leave. If the employee does not have any available sick leave, the additional leave may be charged to annual leave and/or compensatory time.

2. Immediate family is defined as a parent, step-parent, legal guardian, grandparent, spouse, child, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchildren and domestic partner of the employee.

3. For the purpose of bereavement, if any employee has exhausted all their leave, and have met all the provisions in Eligibility and Limitations paragraphs c, d, f, g and h listed below. Employees may use up to 40 hours of the sick leave bank.

I. SICK LEAVE BANK:

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave and annual leave for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if illness or injury forces the employee to exhaust all sick leave time.

1. Eligibility and Limitations

In order to qualify for usage of the Sick Leave Bank, an employee must be eligible and approved for FMLA, exhausted all other leave, and have met the provisions of all paragraphs (a-h) below:

a. The criteria for Sick Leave Bank usage is a determination by the Human Resources Department that the medical condition meets eligibility as defined in the Family and Medical Leave Act.

b. For purposes of the Sick Leave Bank, immediate family or household member is defined as, husband, wife, mother, step parents, father, brother, sister, children, step-children, or any relative or person living in the employee's household for whom the employee has custodial responsibility, or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.

c. The Sick Leave Bank is available to those employees who have completely exhausted all available leave and who are not receiving temporary disability benefits under the City's Workers' Compensation program.

d. All employees must contribute (20) hours/ two (2) days of accumulated sick leave or annual leave or compensatory time to be eligible to participate, and only those who contribute are eligible. This contribution must be done per calendar year. Before the deduction will be made by payroll an employee must sign the authorization form.

e. The maximum number of Sick Leave Bank hours that may be granted by the Association to any employee during the calendar year is up to 480 hours. Upon approval of the Association (Executive Board) and Employer additional Sick Leave Bank hours may be granted on a case by case basis.

f. Benefits from the bank are not available retroactively.

g. Once benefits are donated, they are no longer available to the employees.

h. Donated accumulated leave time contributed to the pool become the property of the Association and may not be withdrawn, targeted for specific individuals, returned to an employee upon separation, retirement, or become part of the employee's estate upon his/her death.

2. Qualifying Exigency for Military Family Leave (FMLA):

In order to qualify for usage of the sick leave bank you must be eligible and approved for Qualifying Exigency for Military Family Leave (FMLA) and exhausted all other leave.

3. **Donations**

Employees wishing to transfer a portion of his/her accumulated leave time must sign a Sick Leave Bank Donation Form indicating the number of hours to be transferred. Employees will be given an opportunity to donate accumulated leave time to the bank per calendar year. City payroll and the Association shall approve donation forms.

a. Employees may not donate more than 100 hours of sick leave within ninety (90) days of their separation date from the Department. Upon an employee's separation date, the City will look back to determine whether any donations above 100 hours occurred within the ninety (90) days prior to separation from the Department. Any hours above the 100 hour limit will be subtracted from the sick leave bank.

b. Upon death of an employee, compensation for unused total sick leave shall be payable to the employee's estate. [Human Resources Policy 13.30 (1)]

4. **Withdrawals**

a. A memorandum generated by the member must be submitted to the Association ten (10) calendar days before anticipating the leave. Once approved, the Association must notify the payroll office three (3) days prior to the City payroll due date. If deadlines are not met, the employee will be denied sick leave donations.

b. When a member is physically or mentally unable to apply for Sick Leave Bank, the immediate next-of-kin may make a request for Sick Leave Bank on his or her behalf. If there is no next-of-kin available, this request may be made by the legally appointed guardian, conservator or an individual acting under valid power of attorney. If none of the above are available, a supervisor and/or a union board member may make this request on the employee's behalf.

c. The Association will render a decision to the employee within five (5) working days after receipt of the request.

Section 21 HOURS OF WORK AND OVERTIME

A. The normal work day shall be ten (10) hours for all employees covered by this Agreement, unless otherwise agreed upon by the Chief and the Association. However, if the parties disagree, the Chief has the right to make the final decision. The normal work period will be forty (40) hours comprised of four (4) ten (10) hour days, or five (5) eight (8) hour days, as previously scheduled.

The Labor/Management Committee (LMC) shall discuss alternative work schedules for employees to present to the Chief. The LMC shall consider whether the new work schedule will directly benefit the community and/or provide greater availability of services to the public.

B. Employees shall be entitled to overtime compensation at the rate of time-and-one-half their regular straight-time rate when they perform work in excess of forty (40) hours regularly scheduled in one week. Regular rate of pay and rules governing overtime compensation will be adhered to in accordance with FLSA.

1. The work week shall consist of seven (7) consecutive days beginning at 0001 each Saturday, or the tour starting the hour nearest to that time after 0001 hours.

2. The work day will be any regularly scheduled consecutive twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift.

3. For the purpose of this section, an employee who elects to change shifts will not be considered to have worked in excess of eight hours on any one work day.

4. The employer shall give seven (7) day notice in writing to an employee prior to changing a work shift, unless the said employee agrees to the change occurring before the seven days. For example: changing and employee from a day shift to a graveyard shift or vice versa.

C. **Rest Periods**

1. All employees are permitted a 15-minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift insofar as practicable. Rest periods are not to be accrued or carried over or used at the beginning of a shift or to extend a lunch period.

2. A 15-minute rest period shall be allowed for an employee between shifts, or as soon as possible when doubling for a full eight-hour (8-hour) shift.

3. The Employer will attempt to ensure that a lunch period will be scheduled for each employee if the time permits.

D. **Compensatory Time**:

Time worked over forty (40) hours per work period will be compensated at one and one-half times the employee's regular rate of pay or in the form of compensatory time at the discretion of the employee. Compensatory time will be computed at the rate of one and one-half times the hours actually worked. The maximum accrual of comp-time for any employee is 480 hours. The employer reserves the right to pay all time worked over forty (40) hours per work period in lieu of a request for compensatory time made by the employee.

An employee may request payment for up to 100 hours of the accumulated compensatory time per fiscal year if the funds are available. If an employee terminates his/her employment with the City for any given reason, the employee will be compensated for all accumulated compensatory time. Compensatory time may also be utilized to realize accelerated retirement.

E. **Fair Labor Standards Act**

The parties agree to follow/comply with the provisions of the Fair Labor Standards Act, except as provided for in this Agreement and in accordance with the Act.

The Employer retains the right to adjust work schedules within the work period as allowed under FLSA. Schedule adjustments, as allowed for under FLSA, shall be temporary and are allowable only within the 40 hour work period.

Section 22 EXTRA DUTY ASSIGNMENTS

The Employer shall maintain a list within the Department of all employees who are willing to perform extra duty.

A. When available, the Employer shall offer extra work opportunities only to persons on the list and extra duty work shall be made in sequential order through the list, with new opportunities being offered first to the person following the one who accepted the last offer. When the list is exhausted, officers shall return to the top of the list. The intention of this section is to equalize opportunities for extra duty among all persons on the list.

B. In order to keep the list current, the Employer shall remove from the list any person who refused three (3) consecutive offers of extra duty work. This removal will remain in effect for the remainder of the quarter. On duty status does not count as a refusal.

C. Any person who accepts an extra duty assignment but is unable to carry it out must notify the Chief or designee who will offer the assignment to the next person on the list. Notification will be made at least forty-eight (48) hours in advance of the assignment, except in case of emergency.

D. The employee shall receive a rate of pay on all EXTRA DUTY ASSIGNMENTS at a rate of time and one-half per hour.

E. The list shall be updated quarterly and all employees desiring to sign up for extra duty assignments shall have a two week period to do so at the beginning of January, April, July and October. Employees shall sign up in person. If an employee is off during the sign up period, that employee will be allowed to sign up within three days of their return to work. It is the responsibility of supervisors to inform employees on leave regarding the sign up list and expiration date.

F. The Department may assign personnel to staff extra duty assignments when employees on the list for extra duty assignments fail to meet the needs of the Department as they relate to departmental need or public safety.

G. Failure to report for the assignment will be grounds for removal from the list for the remainder of the quarter.

H. The Employer and the Association hereby recognize and agree that Section 22 Paragraph A of this agreement is not applicable to investigative case plans due to their sensitive nature.

Section 23 OUTSIDE EMPLOYMENT

Outside Employment will be granted in accordance with Directive 29.1.

Section 24 EARLY RETIREMENT

Bargaining unit employees who are eligible for retirement may convert unused sick leave to early retirement based on the following schedule and requirements:

A. Accelerated Leave. An employee may use sick leave in order to realize accelerated retirement providing the following criteria is met:

1. An employee must state in writing his/her intention to retire to the Human Resources Director and sign a retirement contract with the Employer.

2. An employee may not experience any type of salary increase during the period of conversion.

3. Employees who have completed twelve (12) years of continuous employment with the Department may use sick leave at a ratio of 1 day for 1 day of sick leave up to a maximum of 1,040 hours and an additional 1,100 hours of sick leave at a ratio of 1 day for 2 days of sick leave up to a maximum of 2,140 hours in order to realize accelerated retirement.

B. Under no circumstances will there be a cash payment for any unused sick leave except in accordance with Paragraph F of Section 20.

Section 25 LIABILITY PROTECTION

A. Pursuant to 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the Employer shall provide protection to employees from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.

B. Legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

Section 26 GROUP MEDICAL INSURANCE

The Employer has a group medical insurance plan that is offered to City employees. The employee will be advised of the plan at the employee orientation. The Employer will pay 76.5% of the cost of the group medical insurance premiums currently offered by the Employer to City Employees.

Each Union shall participate and have one vote on the committee that is composed to establish, evaluate, select and recommend group medical or dental insurance plans.

Specific details of the plan and cost to an employee are available from the Human Resources Department.

Section 27 WORKERS COMPENSATION

The Employer will comply with the provisions of the New Mexico Workers' Compensation Act.

Refer to Appendix C.

Section 28 JURY DUTY AND WITNESS PAY

Employees will be allowed to serve on jury duty during their normally scheduled work hours without loss of pay. If the employee is summoned to jury duty outside of their normally scheduled work hours, they will be compensated as hours worked. Jury fees received (excluding reimbursement for travel and meals) shall be remitted to the City Finance Department.

Personnel who are called to testify off duty as expert witnesses on behalf of the City or in relation to investigations which they have conducted shall have the option of receiving paid overtime or receiving a witness fee for the testimony. The employee will not be allowed to

receive both compensations. In the event the employee chooses to receive the overtime pay in lieu of the witness fee, the employee will remit the witness fee check to the City.

Section 29 ON CALL AND CALL BACKS

A. On call Status:

1. The Department Section/Unit Commander(s) will develop and maintain an internal on-call schedule by Section/Unit for those employees assigned to the following sections/units: Criminal Investigations Section, Crime Scene Unit, Animal ServicesUnit, Traffic Fatal Team.

On call staffing shall be filled in the following capacities:

Criminal Investigations Section - one (1) Criminal Investigation Sergeant, two (2) Criminal Investigators or one (1) Criminal Investigator & one (1) sworn officer assigned to the Criminal Investigations Section and, one (1) Crime Scene Technician (full time or Auxiliary).

Animal Services Division - one (1) Animal Services Officer.

Traffic Fatal Team - one (1) Traffic Fatal Team Officer and one (1) auxiliary traffic officer.

a. On call status coverage shall be designed to assure proper coverage and staffing for hours not covered by a normal work period (forty (40) hours comprised of four (4) ten (10) hour days or five (5) eight (8) hour days as previously scheduled).

b. Any employee who is scheduled to be on on-call status and is unable to carry out the schedule must notify his/her Supervisor/Commander as soon as possible. Notification will be made at least forty-eight (48) hours in advance of the on-call status assignment, except in cases of emergency. The Supervisor/Commander will then make the necessary adjustments, if needed, to fulfill the scheduled on-call coverage.

c. Assignment to the on-call program shall be mandatory for those members assigned to the sections/units identified in paragraph A subsection 1of Section 29 of the CBA. Any employee who fails to respond to a call out within the designated time frame may be subject to disciplinary/corrective action in accordance with Section 34: Disciplinary Action of the CBA.

d. The Department shall provide a cellular telephone to any employee assigned to on-call status.

e. On-call status will be for seven (7) consecutive days. An on-call day will consist of a twenty-four (24) hour period.

Any employee may be removed from on-call status prior to the end of their seven (7) days for the following cause(s):

1. At the discretion of the Chief or designee

2. Serious illness or injury

3. Family emergency

4. The Employer shall compensate employees assigned to the on-call program.

5. Employees assigned to the on-call program shall receive one-hundred dollars ($100.00) per on-call rotation they participate in as defined in paragraph A-1 of Section 29 of the CBA. This amount shall not include any actual overtime hours worked by an employee as a result of being called out.

6. Employees assigned to the on-call program are eligible for only one (1) on-call program compensation pay per on call week.

7. On-call Status: An employee will not be required to remain at home for the purposes of meeting the requirements for on call status, so long as said employee can assure availability and fitness for duty within sixty (60) minutes from the time of the initial notification from the on call supervisor. The parties hereby recognize and agree that response time may be extended with commander approval.

B. **Call Back Time**:

When an employee is required to physically report to a post after the conclusion of a normal work shift and prior the beginning of said employee's next work shift, the employee shall receive compensation at time and one-half for a minimum of two (2) hours from the time said employee is contacted by a Supervisor and/or Commander. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime.*

If an employee is called by a supervisor while off duty and not required to report to post and the phone call exceeds six (6) minutes the employee will be compensated for the actual time spent on the phone call.

Section 30 DEFERRED COMPENSATION PROGRAM

The Employer will provide opportunities to participate in a 457b.

Section 31 CHECK OFF AUTHORIZATION

A. The Employer shall deduct from employees' pay for each pay period, Association dues in an amount specified upon presentation of dues deduction authorization card signed by individual employees.

B. The Employer shall pay the amount withheld to the Association.

C. The Employer and the Association will comply with Supreme Court ruling in Janus V. AFSCME, Council31, 138 S. Ct. 2448 (2018),

D. The Association agrees that it will indemnify, defend and hold the Employer harmless from and against any claims arising from payroll deductions made by the Employer pursuant to this Article, except those claims incurred solely as a result of a breach by the Employer of its legal duties or obligations under the United States Constitution.

Section 32 LAY OFF AND RECALL

A. Should a reduction in personnel services be mandated by the governing body, the Employer will review all alternatives to the layoff of personnel. The Association will be provided the opportunity to offer alternatives to the reduction of personnel.

B. Layoff: If a reduction in work force becomes necessary, all of the following factors shall be considered:

1. Seniority of the employee,
2. Training, skills, and abilities of the employee, and
3. Departmental needs.

C. Transfers: When a lay-off occurs, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the Department. In making such transfer decisions, the following factors shall be considered:

1. Seniority of the employee
2. Qualifications of personnel
3. The nature of the transfer and the skills called for within the unit being transferred to
4. Departmental needs, and
5. The stated assignment preferences

D. Recall: Personnel separated as a result of a reduction in force shall be recalled based upon all of the following factors:

1. Seniority of the employee
2. Training, skills, and abilities of the employee
3. Disciplinary history of the employee for the past twelve (12) months, and
4. The stated assignment preferences

E. The term "seniority" for the purposes of this section is set forth in Section 18: "Seniority" of this Agreement.

Section 33 INTERNAL AFFAIRS

It is the policy of the Department to maintain internal discipline, open lines of communication with the general public, and encourage citizens to freely express concerns or complaints of misconduct, malfeasance, or other inappropriate conduct by members of the Department. All members of the Department are responsible for ensuring departmental integrity and assisting in the expeditious response to citizen complaints in a fair and impartial manner.

A. PURPOSE

1. In recognition of the need to maintain departmental integrity, the Professional Standards Unit is charged with the responsibility of impartially and objectively investigating all allegations of malfeasance, non-feasance, and misfeasance brought against any member of the Department.

2. The Professional Standards Unit may conduct investigations into allegations of misconduct as outlined herein for the purpose of providing the Chief with a means of impartially assessing employee actions to ensure compliance with departmental rules and regulations, to enforce internal discipline, and to provide a vehicle through which citizen concerns may be equitably evaluated and judiciously addressed.

3. To ensure the rights provided under the Peace Officers Employer-Employee Relations Act, NMSA 29-14-1 through 11, Garrity Rights originating from the U.S. Supreme Court Case "Garrity vs. New Jersey:, and Weingarten Rights originating from the 1975 U.S. Supreme Court Case "NLRB vs. Weingarten, Inc." 420 U.S. 251, 88 LRRM 2689.

B. ORGANIZATION & STAFFING

The Professional Standards Unit reports directly to the Chief.

1. Under certain conditions, the Chief may appoint a Sergeant or above to conduct an Internal Affairs Investigation.

    a. Conditions are listed as, but not limited to: absence by the Internal Affairs Officer; the existence of multiple complaints at one time; the existence of a possible conflict of interest.

    b. If the Chief appoints a Sergeant or above to conduct an Internal Affairs Investigation, he/she may be temporarily assigned to the Professional Standards Unit while the case is being actively investigated, to include preparing the final report for the Chief.

C. RESPONSIBILITIES & DUTIES

The Professional Standards Unit is responsible for performing those duties in accordance with Department policies and all applicable laws, to include but not limited to:

1. Recording, registering, and conducting the investigation of complaints against employees;

2. Conducting the investigation of alleged or suspected misconduct within the department;

3. Overseeing the investigation of inquiries into violations of department policy not investigated through the Internal Affairs Unit;

4. Maintaining the confidentiality of the Internal Affairs Investigation and records. Internal Affairs investigations are considered to be highly confidential in nature. When the confidentiality of an internal affairs investigation is compromised by either the Employer or the employee, it shall be treated as a violation of policy and investigated immediately by order of the Chief of Police.

5. Administering, maintaining and investigating civil actions brought against the Department;

6. Disseminating information to the public on procedures to be followed in registering complaints against agency employees.

D. AUTHORITY

1. Emergency suspension against an employee may be imposed by a supervisor and/or command officer having the rank of Lieutenant or above, only in situations where the affected employee is clearly physically or mentally unable to perform his/her duties and/or the employee is alleged to have committed one or more severe infractions of the Department's policies and procedures.

2. If an emergency suspension is imposed, the suspended employee and the supervisor will present themselves at the Chief's Office no later than 9:00 AM on the next working day. An emergency suspension which will extend beyond one (1) work day must be approved by the Chief.

3. Any administrative investigation will be completed within 180 days. The 180 day period shall not include time for review. Additional extensions may be granted if circumstances arise outside of the control of Department or City of Santa Fe (e.g. Military Leave, FMLA, pending criminal investigation or criminal charges, time to locate a critical witness, etc. A copy of the approval, to include the amount of time granted and reason for delay, will be sent to the employee. The Chief's review process shall be completed within 30 days.

E. FINDINGS

Upon completion of the investigation, a finding shall be made and the investigation shall be classified as one of the following;

1. Sustained - the allegation is supported by sufficient proof.

2. Not-sustained -the evidence is insufficient to prove or disprove an allegation.

3. Unfounded - there is no basis for the complaint, not founded on fact or truth.

4. Exonerated - conduct was proper, cleared of allegations.

The Chief shall review the investigation and either concur or not concur with the findings. The Chief, via letter, shall notify the employee being investigated as to the disposition of the investigation within ten (10) business days of the Chief's decision. Upon receiving the Chief's decision, the employee, via written request, shall then be permitted access to review the Internal Affairs file. The employee's Union Representative and/or legal counsel shall be permitted to review the Internal Affairs file if requested in writing by the employee.

All findings shall be based solely on the totality of the evidence gathered by the investigator during the course of the internal affairs investigation. Findings should not be based on the personal opinions, bias, and feelings of the investigator. Findings should not include statements made by the investigator which serve to lend credence to the finding beyond the merit of the

evidence, but may not preclude opinions derived from training, experience and work related knowledge.

F. DUTY STATUS DURING INVESTIGATION

The Chief, in the best interest of the Department, may elect to take any of the following actions concerning an employee's duty status during an Internal Affairs investigation:

A. Continue the employee on duty as assigned.

B. Continue the employee on duty in a temporary assignment. This temporary assignment will not be deemed disciplinary in nature and is designed to protect the employee, Employer, and the public interest.

C. Impose administrative leave with pay upon an employee pending the results of the investigation and/or subsequent department proceedings.

D. Impose leave without pay based the severity of allegation that the employee may have committed one or more severe infractions of the Department's policies and procedures, City of Santa Fe Rules and Regulations, or law and with the approval of the City Attorney and the City Manager.

G. EMPLOYEE RIGHTS

A. All Internal Affairs investigations shall be conducted fairly and impartially and in compliance with the New Mexico State Peace Officer Employer-Employee Relations Act. The Act affords certain rights to employees who are under investigation by his/her employer for alleged actions which could result in administrative action. The Act is attached hereto as Appendix A.

Section 34 DISCIPLINARY ACTION

A. In the event that an investigation could result in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate two representatives to participate at all stages of the proceedings. The employee shall be provided with copies of the written charge(s) and discipline decision.

B. **Administrative Investigations**

When an employee is under the investigation by the Employer for alleged actions that could result in administrative/criminal sanctions being levied against the employee, the employee shall be afforded all rights and privileges, if any, guaranteed by the New Mexico Peace Officers Employer-Employee Relations Act. A copy of the Act is included as Appendix A.

C. **Basis for Employee Discipline**

1. **Discipline**

Disciplinary actions for employees are based on showing of cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental disability or serious medical condition. No employee will be disciplined for refusing to perform an unlawful act.

2. **Approval by the City Manager**

All disciplinary action shall require approval of the City Manager before implementation. Whenever such approval is not practical because of urgent circumstances, necessary action may be taken and the situations reviewed with the City Manager as soon as practical.

3. **Progressive Discipline**

An employee shall be progressively disciplined based on the nature of the infractions(s). Each case of inadequate performance or act of misconduct shall be judged individually. The step of progressive discipline depends on the severity of the infraction and the employee's previous work and disciplinary record. Discipline will be based on fundamental fairness, equity and consistency within the Department. Because of the serious nature of some infractions, the first disciplinary action may be dismissal or other disciplinary action.

a. **Verbal Counseling :** A verbal counseling by an immediate supervisor is used for minor infractions such as informing employees that their performance, actions, behavior or conduct needs to change. Under normal circumstances supervisory personnel should use a verbal counseling first before any formal disciplinary is taken. A POA Representative will NOT be called during this supervisor and employee conference time. Cause of verbal counseling's' include, but are not limited to:

    1. Substandard work performance
    2. Tardiness

    Supervisors/Commanders will complete the proper Officer Conference Form with all necessary information in the text. The Officer Conference Form shall be maintained by the supervisors/commanders for three months.

b. **Letter of Counseling:** (written warning memorandum). A letter of counseling by an immediate supervisor is used for minor infractions to inform employees that their performance, actions, behavior or conduct needs to improve. An

employee may receive a letter of counseling for an infraction that is of a greater degree than that for which verbal counseling may be used or in cases when the initial verbal counseling did not correct the behavior in question. At the time of a letter of counseling being issued to an employee, no more that two POA Representatives will be present and the content of the letter of counseling may include a reference to the date and time of a verbal counseling being issued by a commander for the infraction defined in the letter of counseling. The letter of counseling shall be kept in the police department file for a period not to exceed three months, for the purpose to monitor a change with the employee's behavior, conduct, work performance, or actions. A letter of counseling may be used in conjunction with the employee's Performance Appraisal Development Plan (PADP) or interim Performance Appraisal Development Plan (PADP). Causes of letter of counseling include, but are not limited to:

1. Repeated tardiness
2. Missed court appearance/administrative hearing in a misdemeanor case

c. **Written Reprimand:** An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a corrective action may be used or if the corrective action did not change the employee's behavior.

Causes for written reprimands include, but are not limited to:

1. Failure to follow safety rules
2. Failure to follow published rules and regulations
3. Missed court appearance/administrative hearing in a felony case

Written reprimands shall be placed in the employee's Human Resources file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has reviewed the statement. The employee may respond by noting on the reprimand that they do not agree with the statement or may file a written rebuttal, which shall be placed in the employee's Human Resources file. Complaints or disagreements concerning written reprimands may be addressed through the informal grievance procedure, by mutual agreement.

At the employee's request, the written reprimand will be removed from the employee's Human Resources file twelve (12) months after the employee received the reprimand provided the employee has not received another written reprimand or other disciplinary action during the twelve (12) month period.

d. **Suspension:** An employee may be suspended without pay for a single serious infraction or for continued inadequate job performance or misconduct. Such suspension will not exceed thirty (30) working days. Suspension of an employee

is subject to the formal grievance procedure. Causes for suspension include, but are not limited to:

1. The causes listed for written reprimands
2. Continued instances of poor performance or a single occurrence of poor performance if serious
3. Insubordination

At the employee's request any suspension will be removed from the employee's Human Resources file eighteen (18) months after the employee received the suspension, provided the employee has not received another suspension or other disciplinary action during the eighteen (18) month period. If an employee receives a subsequent disciplinary action during the original eighteen month time frame, the original disciplinary action shall be held in the Human Resources file for a total of, but not longer than three (3) years.

e. **Demotion and Dismissal:** An employee may be demoted or dismissed for continued inadequate job performance or for other causes. The demotion or dismissal of an employee is subject to the formal grievance procedure. Causes for demotion or dismissal shall include, but are not limited to:

1. All causes listed previously if continuing and are on going infractions
2. Theft or intentional abuse and destruction of City property or unapproved use of city property for any reason
3. Conviction of a felony
4. Conduct unbecoming an employee of the City or Police Department
5. Deliberate falsification of information on the employee's job application or other record
6. Violation of the New Mexico Controlled Substances Act, or using controlled substances or alcohol on the job, or reporting to work under the influence of an unlawful controlled substance or alcohol, except that use of alcohol or unintentional use of a controlled substance while in the performance of their duties will not be a violation
7. Insubordination deemed blatant or hostile
8. Failure to meet standards of substance abuse rehabilitation programs
9. Lying in an Internal Affairs Investigation (Dismissal)

The preceding examples are typical of the types of infractions sometimes encountered, but are not inclusive of all situations that may arise. The Employer reserves the right to exercise judgment and render disciplinary action or dismissal as determined appropriate based on the circumstances of each case.

D. Disciplinary Files

The Department shall maintain a disciplinary file on each employee who receives a disciplinary action. The file shall include all disciplinary actions which have not been removed pursuant to the terms of this section. The disciplinary file shall also include a history of all disciplinary actions which occurred during the employee's service with the Department.

A brief chronological history of disciplinary actions taken will be maintained by both the Department and Human Resources. This history shall be limited to date, employee name, charge and disposition.

E. Pre-determination hearings

An employee notified of a possible written reprimand, suspension, demotion or dismissal shall be entitled to a pre-determination hearing before the Chief or designee.

1. Loudermill Rights. Unlike Weingarten, the employer has an obligation to inform the employee of his/her Loudermill Rights to a hearing. The right is known as "Loudermill Right" based upon the 1985 U.S. Supreme Court decision in the case of *Cleveland Board of Education v. Loudermill.*

2. **Notice.** An employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing. The notice shall disclose the proposed disciplinary actions, reasons for the proposed disciplinary actions, and shall state the time, place and date of the hearing.

3. **Hearing Procedure**. The hearing shall be informal and shall be conducted by the Chief or designee. The employee shall be represented by legal counsel and/or up to two representatives of the Association. The purpose of the hearing is to provide the employee with a reasonable opportunity to address the reasons for the proposed disciplinary action.

4. **Waiver.** The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

5. **Decision. The Chief, or designee**, shall render a final recommendation within five (5) business days of the hearing, and forward the recommendation to the City Manager. If the employee wishes to appeal the disciplinary action, the employee shall submit a written appeal to the City Manager within five (5) business days

from the date the employee was served with the decision from the Chief or designee. The written appeal must state the specific reasons why the disciplinary action should not be taken. The City Manager has fifteen (15) business days from the receipt of the employee's written appeal to consider the appeal and respond in writing to affirm, modify or reject disciplinary action. The City Manager, at his/her discretion, may also within this time period request a meeting with the Union and the employee to discuss the appeal.

6. **Appeal.** If the association is dissatisfied with the decision of the City Manager with regards to suspensions, demotions, or terminations, it may appeal the decision by serving a written demand for arbitration pursuant to the Arbitration provision of Section 35. An employee dissatisfied with the decision of the City Manager with regards to disciplinary action other than suspensions, demotions or terminations may appeal the decision at the cost to the employee by serving a written demand for arbitration pursuant to the Arbitration provision of section 35.

Section 35 GRIEVANCE AND APPEAL PROCEDURES

Grievances shall be limited to alleged contractual violations, misapplication or misinterpretation of any provisions of this Agreement. Grievances shall be filed within fifteen (15) business days from the date the violation(s) occurred, or from when the Association or the employee was aware or reasonably could have been aware of the violation(s) of the Agreement.

A. Informal Grievance Procedure

The purpose of the informal grievance procedure is to provide employees with a fair and equitable process for resolving complaints or problems. Most grievances should be resolved at the lowest possible level and as informally as possible before the parties resort to the formal grievance procedure.

1. The affected employee shall discuss the problem with his/her first line supervisor and attempt to work out a solution. No written documentation is required, and it is anticipated that most problems will be resolved at this level.

2. If the employee does not obtain a satisfactory solution to the problem after consultation with the first line supervisor, the employee may discuss the problem again informally with the next level supervisor if applicable.

3. If the problem is not resolved by a supervisor in the chain of command, the employee may file a written complaint with the Chief. The written complaint shall contain the following information:

    1. The name and position of the affected employee.
    2. A clear and concise statement of the grievance.
    3. The issue or issues involved.

4. The relief sought.
5. The date the incident or violation took place.
6. The specific section or sections alleged to have been violated.

The Chief or designee shall respond in writing within ten (10) business days of receipt of the written complaint and shall within this time period request a meeting with the Association and/or the affected parties to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to the formal grievance process.

B. Formal Grievance Procedure

If a mutually agreed upon solution was not reached through the informal grievance procedure, the Association must submit a formal grievance to the City Manager within seven (7) business days from the date of the informal grievance written response from the Chief.

Formal Grievances may be filed by the Association on behalf of an individual employee or group of employees covered by this Agreement, or the Association as the exclusive representative. If an individual employee decides to file a formal grievance, they do so at their own expense and must provide for their own counsel.

All steps of the Informal Grievance Process must be completed prior to evoking the Formal Grievance Procedure. All formal grievances shall be filed in writing and shall contain the following information:

1. The name and position of the affected employee
2. A clear and concise statement of the grievance
3. The issue or issues involved
4. The relief sought
5. The date the incident or violation took place
6. The specific section or sections alleged to have been violated

The City Manager or designee shall respond in writing within twenty (20) business days of receipt of the written grievance and shall within this time period request a meeting with the Association to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Association (but not by the individual employee) within ten (10) business days after the time for response of the City Manager.

C. Miscellaneous

1. Tape recorders or other electronic recording devices may be used by any party participating in the grievance.

2. Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties.

3. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his/her own cost.

4. A grievance may be withdrawn by the Association at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

D. Arbitration

1. The Association has complete discretion as to whether it will demand arbitration or accept the City Manager's response. If however, the Association decides to demand arbitration it must serve a written demand for arbitration upon the Employer within ten (10) business days from the time of response from the City Manager.

2. Within five (5) business days of the written demand for arbitration, the Association shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

3. Within five (5) business days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Association and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Association may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

4. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement; but, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have authority to make an award, which includes a fine or other punitive damages or award of attorney's fees.

5. The arbitrator's decision shall be final and binding on the parties. In arbitrations challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitrations where the Association alleges a contractual violation or dispute over a working condition, the Association shall have the burden of proof by a preponderance of the evidence.

6. Each party shall pay one-half of the arbitrator's fees and expenses.

7. Nothing in this section shall prohibit a party from appealing an arbitration award pursuant to the New Mexico Uniform Arbitration Act in a court of competent jurisdiction.

Section 36 PROBATION PERIOD

Probationary employees are not covered by this Agreement. It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to 6 months, due to work related performance or work related injury.

It is understood and agreed by both parties to this Agreement that the probationary period for civilian employees shall be in accordance with Rule 4 section 4.51 of the Human Resources Rules and Regulations.

Personnel shall not receive a promotion or pay increase until successful completion of the probationary period, except for those increases approved by the Governing Body.

Section 37 FILLING OF VACANCIES

A. PERMANENT VACANCIES

1. **Merit Principles**

A. The Parties adopt the following merit standards and shall govern in all Department personnel policies and procedures:

1. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge and skill, including open consideration of qualified candidates for initial employment;

2. Equitable and adequate compensation will be provided;

3. employees will be trained as needed to assure high-quality performance;

4. employees will be retained on the basis of the adequacy of their performance, and provisions will be made for correcting inadequate performance and separating employees whose inadequate performance cannot be corrected;

5. fair treatment of candidates and employees in all aspects of human resources administration without regard to race, color, religion, sex, national origin, political affiliation, age, handicap, or other non-merit

factors, and with proper regard for their primary and constitutional rights as citizens, will be assured, and;

6. employees will be informed of their political rights and prohibited practices under the Hatch Act.

2. Posting of Vacancies

a. All POA vacancies shall be publicly advertised for a minimum of ten (10) calendar days by the office manager or designee. Qualified Union applicants may be given initial consideration for the applied position; however, the most qualified applicant will be selected. (This section will not affect requirements set by the New Mexico Law Enforcement Academy).

b. The position vacancy posting shall contain the classification of the position, the testing requirement for applicants, the minimum qualifications for the position, the FLSA and Union Status; the work location of the vacancy; a description of working conditions; a general description of the position; examples of work; the pay schedule of the position; the location where applications are to be filed; the opening and closing dates; and the time frames for accepting applications.

3. Filing

a. All applications for positions in the Department shall be made on forms prescribed by the Human Resources Director. Such applications shall include information, which the Human Resources Director may deem necessary or is mandated by City, State and Federal law, regulations and guidelines. All applications shall be signed, dated and the truth of all statements contained therein certified by the applicant's signature.

b. No question on any form or application shall be so worded as to elicit information concerning the sex, age, race, physical or mental handicap, national or ethnic origin, political or religious opinions or affiliation of any applicant except that information required to assist with equal employment opportunity efforts, nor shall inquiry be made concerning such origin, opinions or affiliation during any interview, and all such disclosures thereof shall be disregarded.

4. Examinations

a. Examinations of applicants shall consist of testing devices that will establish and confirm the qualifications of applicants required by the class and/or the rank for which applicants are being examined.

b. Examinations to measure the qualifications of candidates shall be conducted by the Human Resources Director and his/her staff, or by persons designated by the Human Resources Director to assist.

5. Character

a. Testing for a position vacancy and/or higher rank in the Department may be accomplished by a combination of the following types of tests: written tests, training and experience, oral tests, assessment center, performance tests, or any other appropriate selection device. A minimum of two (2) types of tests shall be used.

b. New tests will be developed in accordance with established professional techniques and relevant federal laws, regulations and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behaviors, or work necessary for successful job performance.

c. No test shall be administered by the Department to an applicant candidate for employment without such test having been approved by the Human Resources Director.

6. Administration

a. The Human Resources Director shall publish the dates and location of the scheduled test.

b. The Human Resources Director may designate such proctors and oral examiners of recognized professional competence in the area to be tested as may be necessary for the proper administration of tests, may provide for their compensation, and may arrange for the use of facilities in which to administer the tests.

c. Oral tests will be administered by oral examiners, appointed by the Human Resources Director, who do not hold any political office and who do not make the final hiring decisions at the Department level for the position in question. A testing specialist from the Human Resources Department will proctor all oral tests.

d. The Human Resources Director shall assign an identification number to each examinee, and this number shall be used to identify all of an examinee's papers.

e. If the conduct of any examinee is improper during any phase of a test, the proctor may remove such examinee from the test. Such conduct will be brought to the attention of the Human Resources Director who may bar the examinee from future tests. The Human Resources Director may require any examinee to retest if there is reason to believe the examinee has received prior knowledge of confidential information about the test content, has made false representations at the test administration, or whose conduct during test administration was such as to obtain an unfair advantage.

7. Scoring

a. The Human Resources Director shall compute a final score using acceptable testing practices. Where a combination of testing procedures is used, failure on any part of the procedures may constitute failure for the entire test.

b. The observed (raw) score shall be used to rank the candidates.

8. Notice of Results

Notification of test results shall be in writing and made within 30 calendar days of the test date.

9. Confidentiality

The Human Resources Director shall maintain the security of all tests. Written tests, oral test questions, performance tests, rating formulas or any related material that would compromise the content of a test shall be confidential, except as otherwise prescribed under the Federal Freedom of Information Act.

10. List of Eligibles

The Human Resources Director shall maintain an official roster of applicants eligible for appointment to a class and/or rank.

11. Establishment

A separate list of eligibles shall be established and maintained for each class and/or rank in the City.

12. Names

The names of applicants with passing test scores shall be placed on an appropriate list of eligibles. For promotional consideration, in rank order of final test scores achieved, and seniority of the employee in cases of tie scores.

13. Supplemental Registers

The Human Resources Director shall periodically make a review of existing lists of eligibles to determine whether there are an adequate number of applicants available to meet the needs of the Department. When it is determined by the Human Resources Director that the particular list of eligibles is inadequate or may become inadequate in a short period of time, the Human Resources Director shall order recruitment and testing for that class and/or rank.

14. Duration of Names

An applicant's name shall be retained on a list of eligibles for twelve (12) months from the date the applicant is placed on the list of eligibles.

15. Requests for Hire

Whenever a vacancy or an anticipated vacancy occurs in a position, or when a list of eligibles is twelve (12) months old, and the Department desires to fill the vacancy with a promotion, a request for a list of eligibles shall be submitted to the Human Resources Director on the prescribed forms, unless otherwise provided for by the Human Resources Director.

16. General

a. Selection for appointment to a position in the Department shall be made from a list of eligibles.

b. Upon selection by the Department, a recommendation will be made to the City Manager through the Human Resources Director to which the City Manager must concur before the selection is approved.

c. Should the higher ranked applicant (s) not be selected, he/she will be given the reason(s) prior to the Department's recommendation to the City

Manager and Human Resources Director, as to why he/she was not selected and the opportunity to meet with the Chief to discuss the non-selection. The Chief shall also provide the City Manager and Human Resources Director with the reasons why the higher ranked applicant(s) were not selected. The applicant (s) not selected are given the opportunity to present in writing relevant facts to the City Manager within forty-eight (48) hours after the notification of non-selection. The City Manager shall review the Chief's and the applicant's submission and shall make a finding of justifiable cause for the non-selection. Justifiable cause can include:

1. Unsatisfactory work performance.

2. Inability to perform duty due to mental, physical or emotional difficulties that are clinically documented and that directly affect the work performance of the individual.

3. Lack of specialized knowledge for the position.

B. TEMPORARY VACANCIES

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred to another department, or when it is a newly created job. All other vacancies shall be considered temporary.

2. Should the Employer choose to fill a temporary vacancy, notice of the temporary vacancy shall be posted on the Department Special Orders for ten (10) calendar days. Any employee desiring consideration for the temporary vacancy shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

3. If more than one (1) qualified employee submits a *Memorandum of Interest*, the temporary vacancy will be filled by the employee that best meets the qualifications, skills, and abilities required by the vacant position, provided disciplinary records are otherwise equal.

4. Management may assign an employee to fill the vacant position during the posting or in the absence of any *Memorandums of Interest* by a qualified employee. Employees temporarily assigned or transferred to a lower-paid job in the Department or in a different department within the City, shall receive their regular rate of pay.

5. When a vacant position has been filled as a temporary vacancy for thirty (30) or more consecutive workdays, the employee filling the vacancy shall receive all pay and benefits pertaining to that job classification.

6. Notwithstanding any provision to the contrary, employees may be assigned or transferred temporarily for a period of time not to exceed six (6) months without a permanent vacancy being created as a result.

C. ASSIGNMENTS AND TRANSFERS

The Employer retains the right to assign, transfer, and retain employees in positions, including assignment of employees to specific positions and the determination of job content and/or job duties.

1. Notice of a vacant position shall be posted in the Department Special Orders for ten (10) calendar days. Any qualified employee desiring consideration for the position shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

    a. If an employee is away from work for an extended period of time (i.e. annual leave or training), the employee may submit a memorandum to the Chief expressing interest in a particular position or unit should a vacant position become available during the employee's absence. These memorandums shall include the date the employee will be away from work and the date the employee is expected to return to work, and shall only be valid between those specified dates.

    b. If more than one (1) qualified employee submits a *Memorandum of Interest*, the vacant position may be filled by the employee that best meets the qualifications, skills and abilities required by the position, provided disciplinary records are otherwise equal, at the discretion of the Chief. If there are two equally qualified candidates, seniority will be used to break the tie.

    c. If only one (1) qualified employee submits a *Memorandum of Interest*, but the Employer determines that his or her selection is not in the best interest of the Department (e.g. the employee is currently serving in a position where his or her talents are needed and cannot easily be replaced), the employer may select another qualified employee to fill the vacant position.

    d. Nothing in this section shall prohibit the Employer from making disciplinary lateral transfers in accordance with Section 34 of this Agreement. The non-disciplined employee displaced by the disciplinary transfer shall be given the first opportunity to return to his/her prior position when an opening becomes available.

    e. Nothing in this section shall prohibit a lateral transfer wherein both employees request in writing to switch positions stating the reasons for the

requests and the request is approved through the chain of command with the Chief having the final approval.

Section 38 EDUCATIONAL INCENTIVE PAY

A. The employer shall pay an educational incentive at the rate set forth below only for the highest level degree achieved by the employee:

Associates Degree	$ 50.00 per month
Bachelor's Degree	$ 100.00 per month
Master's Degree	$ 150.00 per month

B. To be eligible for educational incentive pay, an employee must:

1. Have successfully completed his/her probationary period

2. Have received a degree from a fully-accredited college or university verified by a certified official transcript

Section 39 STAFFING

Subject to the right of the Employer to set and determine the number of employees to be carried in each job classification, the Employer will meet and consider input from the Association prior to changes in staffing that decreases the number of union positions in an attempt to ensure that sufficient personnel and resources are available to allow employees to accomplish their duties in a timely and safe manner.

Section 40 LABOR MANAGEMENT COMMITTEE

The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least every other month at a mutually agreed upon time and place on paid status for all members. The Association and the Employer shall each appoint four members unless mutually agreed to the contrary. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of employees to include issues of health and safety. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement. This committee is not empowered to negotiate or resolve any changes in the collective bargaining agreement or formal grievances, but if an agreement can be reached on an issue of mutual interest or concern, the LMC will give the information to the City and the Association, and if both agree, a Memorandum of Understanding can be implemented.

Section 41 CITY OF SANTA FE AND POLICE DEPARTMENT RULES AND REGULATIONS

A. The Employer may amend or expand current rules and regulations which directly affect or may affect employees, provided provisions of this contract or any Memorandum of Understanding are not altered or affected. The Employer will provide a written or electronic copy of current or amended rules and regulations, or policies and procedures to each employee, within ten (10) calendar days of implementation.

B. The Employer will provide the Association President with a written or electronic copy of proposed Employer rules, regulations, policies or amendments and will provide the Association with an opportunity to provide input in writing prior to implementation, unless the change is due to an emergency situation.

1. The Employer will provide training when deemed necessary.

Section 42 CONTRACT INCLUDES ENTIRE AGREEMENT

The parties understand that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The Employer and the Association may upon mutual agreement and negotiation place in effect a Memorandum of Understanding (MOU), which may interpret or clarify the provisions of this contract. A Memorandum of Understanding may not be used to make a substantive change to this agreement. If the parties mutually desire to substantively change or add provisions to this agreement, then the parties will meet in negotiations and attempt to negotiate the amendment. Any amendment will be submitted to the membership for ratification and to the governing body for contract amendment approval. The Employer and Association agree to furnish each employee, at a shared cost, with a copy of an MOU or any contract amendments and each employee is responsible for becoming familiar with the MOU or contract amendment.

Section 43 SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by any court, state board, or tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision or replace the provision held invalid.

Section 44 TERMS OF AGREEMENT

THIS AGREEMENT is to be effective on the date of signature, except where a different date is indicated within any specific provision of this agreement, and will expire June 30, 2022. However, the continuation of this Agreement, or any successor Agreement, is contingent upon the presence of express statutory authorization for public sector collective bargaining.

Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds. Any article of this Agreement which is dependent upon the authorization and appropriation of funds by the Governing Body shall be a topic of collective bargaining in successive years.

Negotiations of sections for fiscal year 2019/2020, 2020/2021, 2021/2022 or a successor agreement agreed to by the parties shall begin following submission of written notice to the Employer by the Association no later than August 1st. Negotiations shall begin no later than August 15th unless otherwise agreed by the parties.

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers. Thus, during the term of this Agreement, the Employer and the Association, upon mutual agreement, may reopen any provision of this Agreement. In addition, each party reserves the right to reopen up to three (3) sections for subsequent negotiation years.

Section 16: Compensation, in its entirety, shall be subject of re-negotiation each successive year of this Agreement. Should an agreement to Section 16: Compensation not be reached prior to the commencement of the new fiscal year, those provisions outlined in Section 16: Compensation shall be continued at the previously agreed compensation rate until a new Agreement is reached by the parties and approved by the Governing Body.

APPENDIX A

AN ACT

RELATING TO LAW ENFORCEMENT; CREATING THE PEACE OFFICER'S EMPLOYER-EMPLOYEE RELATIONS ACT.

BE IT ENACTED BY LEGISLATURE OF THE STATE OF NEW MEXICO;

Section 1. SHORT TILE.-- Sections 1 through 11 of this act may be cited as the "PEACE OFFICER's Employer-Employee Relations Act."

Section 2. FINDINGS AND PURPOSE. --

A. The legislature finds and declares that effective law enforcement is dependent upon the maintenance of stable relations between PEACE officers and their employers. Moreover, the existence of stable relations between PEACE officers and their employers will enhance law enforcement services provided to the citizens of New Mexico.

B. The purpose of the PEACE OFFICER's Employer-Employee Relations Act is to prescribe certain rights for PEACE officers, particularly when they are placed under investigation by their employer.

C. Provisions of this act only apply to administrative actions and shall not apply to criminal investigations of a PEACE OFFICER except as provided in Section 8 of this act.

Section 3. DEFINITION. -- As used in the PEACE OFFICER's Employer-Employee Relations Act, "PEACE OFFICER" or "OFFICER" means any employee of a police or sheriff's department that is part of or administered by the state or any political subdivision of the state who is responsible for the prevention and detection of crime and the enforcement of the penal, traffic or highway laws of the state.

Section 4. INVESTIGATIONS OF PEACE OFFICERS--REQUIREMENTS--When any PEACE OFFICER is under investigation by his employer for alleged actions that could result in administrative sanctions being levied against the OFFICER, the following requirements shall be adhered to:

A. Any interrogation of an OFFICER shall be conducted when the OFFICER is on duty or during his normal working hours, unless the urgency of the investigation requires otherwise;

B. Any interrogation of an OFFICER shall be conducted at the employer's facility, unless the urgency of the investigation requires otherwise;

C. Prior to commencement of any interrogation session:

(1) an OFFICER shall be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation;

(2) an OFFICER shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the OFFICER unless the chief administrator of the OFFICER's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation; and

(3) a reasonable attempt shall be made to notify the OFFICER's commanding OFFICER of the pending interrogation;

D. During the interrogation session, the following requirements shall be adhered to:

(1) each interrogation session shall not exceed two hours unless the parties mutually consent to continuation of the session;

(2) there shall not be more than two interrogation sessions within a twenty-four hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least a one-hour rest period between the sessions;

(3) the combined duration of an OFFICER's work shift and an interrogation session shall not exceed fourteen hours within a twenty-four hour period, unless the urgency of the investigation requires otherwise;

(4) there shall not be more than two interrogators at any given time;

(5) an OFFICER shall be allowed to attend to physical necessities as they occur in the course of an interrogation session; and

(6) an OFFICER shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;

E. Any interrogation of an OFFICER shall be recorded, either mechanically or by a stenographer, and the complete interrogation shall be published as a transcript; provided that any recesses called during the interrogation shall be noted in the transcript; and

F. Any accurate copy of the transcript or tape shall be provided to OFFICER, upon his written request, no later than fifteen working days after the investigation has been completed.

Section 5. POLYGRAPH EXAMINATIONS.--After reviewing all the information collected in the course of an investigation of a PEACE OFFICER, the chief administrator of the OFFICER's employer may order the OFFICER to submit to a polygraph examination administered by a licensed polygraph examiner, provided that:

A. All other reasonable investigative means have been exhausted; and

B. The OFFICER has been advised of the administrator's reasons for ordering the polygraph examination.

Section 6. INVESTIGATION OF ADMINISTRATIVE MATTERS.-- When any PEACE OFFICER is under investigation for an administrative matter, the OFFICER shall be permitted to produce any relevant documents, witnesses or other evidence to support his case he may cross-examine any adverse witnesses during any grievance process or appeal involving disciplinary action.

Section 7. PERSONNEL FILES.--

A. No document containing comments adverse to a PEACE OFFICER shall be entered into his Personnel file unless the OFFICER has read and signed the document. When an OFFICER refuses to sign a document containing comments adverse to him, the document may be entered into an OFFICER's Personnel file if;

(1) The OFFICER's refusal to sign is noted on the document by the chief administrator of the OFFICER's employer; and

(2) the notation regarding the OFFICER's refusal to sign the document is witnessed by a third party.

B. A PEACE OFFICER may file a written response to any document containing adverse comments entered into his Personnel file and the response shall be filed with the OFFICER's employer within thirty days after the document was entered into the OFFICER's Personnel file. A PEACE OFFICER's written response shall be attached to the document.

Section 8. CONSTITUTIONAL RIGHTS--NOTIFICATION.--When any PEACE OFFICER is under administrative investigation, he shall be immediately notified of the investigation and shall be afforded all the protections set forth in the bill of rights of the United States and New Mexico constitutions.

Section 9. FORCED DISCLOSURE OF FINANCIAL STATUS PROHIBITED.--A PEACE OFFICER shall not be required by his police or sheriff's department employer to disclose information regarding his financial status, unless all other reasonable investigative means have been exhausted or except as otherwise required by law.

Section 10. POLITICAL ACTIVITY.--

A. A PEACE OFFICER shall not be prohibited by his police or sheriff's department employer from engaging in any political activity when the OFFICER is off duty, except as otherwise required by law.

B. Notwithstanding the provisions of Subsection A of this section, any PEACE OFFICER employed by the New Mexico state police department shall be governed by the provisions of regulations adopted by the department regarding political activity.

Section 11. EXERCISE OF RIGHTS -- A PEACE OFFICER shall not be subjected to any retaliation by his employer due to the OFFICER's lawful exercise of his rights under the PEACE OFFICER's Employer-Employee Relations Act.

Section 12. EFFECTIVE DATE--The effective date of the provisions of this act is July 1, 1991.

APPENDIX B

Car Plan

I. Officer Assigned Vehicle Program:

A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for just cause is reserved to the Chief.

B. An officer may be denied participation in the program regardless of his/her assignment if, in the judgment of the Chief, the officer's duties and responsibilities will not justify the assignment of a vehicle.

C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.

D. This program will be reviewed and may be modified at the discretion of the Chief. If, in the opinion of the Chief, the vehicle program for the Department, as covered by this agreement, proves unworkable in practice, the Chief shall have the option of revising or terminating the Agreement upon one-hundred twenty (120) days written notice of intent to the Association, and the Employer will meet and attempt to solve problems relating to the program; otherwise, said notice shall be final.

II. General Regulations:

A. No one other than a sworn Santa Fe Police Officer will be permitted to drive a police vehicle. Officers will not presume any special privileges with a City vehicle while off-duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area.

B. Non-sworn employees (i.e.) Animal Services; Public Safety Aides; Crime Scene Technicians; and Property-Fleet Manager, will be permitted to drive an assigned vehicle, and may have their assigned vehicle privilege suspended/revoked for just cause. Non-sworn employees will not presume any special privileges with a City vehicle while off-duty. As an example, a non-sworn employee living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area. This agreement will not prevent the chief from assigning a vehicle to any other non-sworn employee.

C. Unattended vehicles of off-duty officers or non-sworn employees must be locked at all times.

D. Officers or non-sworn employees will not operate an assigned vehicle within less than eight hours after consuming any alcoholic beverages.

E. No officer participating in the Officer Assigned Vehicle Program will be authorized to transport any passenger except under the following conditions:

1. Approved Ride-Along.

2. Children for day care only when an emergency arises, and a supervisor is notified.

F. The Department vehicle will not be utilized for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.

G. During vacations of five consecutive days or more when the officer or non-sworn employee will be out of their approved take home recorded address, or when an officer or non-sworn employee is on sick leave, or injury time for five days or more, the City vehicle will be turned in at the police department and or designated area, locked up, and will not be used except in an emergency. The officer or non-sworn employee will be reassigned the vehicle upon return to the City, or return to normal duty. The vehicle may, at the Commander's discretion, be parked at a designated official; City of Santa Fe facility instead of the police department.

H. In the event any officer is placed on light duty status they:

1. Shall not be allowed to drive a marked unit.

2. Will turn in the marked unit.

3. May be issued an unmarked unit until such time as he/she is back to full duty, subject to availability of an unmarked unit.

III. Vehicle Operation Regulations:

A. Officers and non-sworn employees hired on or after April 1, 2012 will not utilize vehicles more than forty-five (45) radius miles from the City of Santa Fe municipal limits, except on official business. Officers and non sworn employees hired prior to April 1, 2012 are hereby allowed up to sixty (60) roadway miles from the City of Santa Fe municipal limits and shall not utilize their vehicles more than this roadway mileage, except on official business.

B. All officers or non-sworn employees assigned a City Vehicle will exercise good judgment and will not operate the vehicle in a manner so as to generate unfavorable comment, or reflect discredit on the Department.

C. Officers, while off-duty and operating a City vehicle, will be appropriately attired and have in his/her possession badge, ID, and sidearm to effectively perform a police function while, at the same time, presenting a favorable image. Officers will wear (slacks or jeans) and a shirt while operating the vehicle; cut-offs, shorts, t-shirts and tank tops will be considered inappropriate attire.

D. Officers and non-sworn employees shall be allotted a set amount of fuel per week for their assigned police vehicle(s) in accordance with the below listed table. Officers and non-sworn employees shall be responsible for assuring their assigned vehicle has a sufficient amount of fuel to perform their job duties, to include routine patrol.

Personnel	Gallons per Vehicle per Week
Sworn Personnel – Uniformed (Patrol, Traffic)	40 gallons
Sworn Personnel - Plain Clothes (to include Under Cover (UC) Vehicles)	30 gallons
Sworn Personnel – Administrative (Training, Crime Prevention, Recruiting)	25 gallons
Civilian Personnel – Uniformed (Animal Services)	40 gallons
Civilian Personnel – Uniformed (Public Safety Aides)	30 gallons
Civilian Personnel - Plain Clothes (Crime Scene Technicians; Fleet Manager)	20 gallons

The allotted amount of fuel shall not be cumulative nor shall any past week's balance carry over to the following week's allotment. Officers assigned to official Department or City business, such as training or meetings outside the city limits or outside the state shall be exempt from the fuel allotment for that particular incident and/or event. Higher fuel consumption due to special circumstances will be considered an exception to the designated allotment.

E. An officer using the City vehicle, while off-duty will not be required to go in and out of service but if he/she is near a priority one call, he/she must advise the dispatcher.

F. The safety of passengers rests solely with the officers operating the City vehicle.

G. Emergency runs will not be made while the vehicle is occupied by passengers other than Department members, except for Department approved Ride-Alongs.

H. When responding to calls for service while off-duty, the officer may be required to handle the call in order to best preserve and handle evidence and maintain continuity. In such cases, the officer shall be compensated with overtime pay consistent with Department regulations and the Association Agreement.

I. Officers are responsible for enforcing traffic laws while operating a marked patrol unit off-duty; this is intended to be for flagrant, dangerous violations.

IV. Maintenance Regulations:

A. The officer and non-sworn employees assigned to a City vehicle shall be fully responsible for seeing that the general maintenance and proper care of the vehicle is performed (The Employer shall perform and pay for the maintenance), and shall refrain from:

1. Making anything but minor adjustments

2. Altering the body, general design, appearance, markings, mechanical, or electrical systems. The addition or modifications of light to a vehicle will require prior approval from the Chief of Police. This section also prohibits the addition of bumper stickers or license plates that promote a commercial enterprise or that present a theme which may be controversial among varying segments of the community.

3. Making any repairs, or having any repairs made to the vehicle, other than at the authorized Department garage

4. Using fuel, oil, lubricant, or other liquid additives in the vehicle, other than those issued at authorized motor pool fuel depots

5. The Employer assumes no financial responsibility for stolen, damaged or lost personal electronic devices, purchased and/or installed by the employee.

B. Officers and non-sworn employees will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.

C. Officers and non-sworn employees will wash the vehicle at their own expense and wax it at least once every six months.

D. Officers and non-sworn employees will change flats, when on-duty or off-duty. Repairs to the tires will be made by the authorized city warehouse employee(s). The flat tire will be delivered to the warehouse.

E. Officers and non-sworn employees will be required to have all maintenance and service work done on their assigned vehicle. A work order must be submitted for all maintenance, repairs and service work.

F. All vehicles will be inspected bi-monthly by the immediate supervisor of the vehicle operator. The inspection shall include:

1. Cleanliness -- interior and exterior

2. Maintenance -- performed at the proper interval

3. Equipment – Inventoried and in good working order

Random audit inspections will be conducted by the Captains and/or above as deemed necessary by the Chief or designee. Inspections will be administered on a scientifically random number selection basis.

G. Officers and non-sworn employees shall, at all times, drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.

H. Negligence, on the part of the officer or non-sworn employees, in the care and operation of the vehicle, or failure to follow these procedures, may be cause for the vehicle to be taken away from an officer or non-sworn employees.

1. Take-home car privileges may be revoked for up to 30 days upon a first infraction of any of these rules governing the plan up to 180 days from any subsequent infraction. Unit Commanders may request an extension of these time periods for serious infractions. Officers or non-sworn employees will be notified by letter of the suspension of their take-home privileges.

I. All suspensions of car privileges under this provision must be approved by the Chief prior to the suspension being enforced. Any administrative action resulting in more than the suspension of the take home car privilege is subject to the provision delineated in Section 34 of this agreement. Any documentation of revocation of take home car privileges not combined with a disciplinary action will be maintained by the office of the Chief; however, such documentation will not be added to an employee's personnel file. The take home car plan is a privilege not a right and may be revoked at the sole discretion of the Chief.

J. If it becomes necessary for a permanently assigned City vehicle to be out of service for extended repairs, the officer may be assigned a loaner vehicle for use if there is a sufficient number of loaner vehicles available.

APPENDIX C

CITY OF SANTA FE
RESOLUTION NO. 1988-11
INTRODUCED BY:
A RESOLUTION

SUPERSEDING RESOLUTION NO. 1987-41; ESTABLISHING A WORKERS COMPENSATION POLICY FOR CITY EMPLOYEES

WHEREAS, each municipality employing workers shall become liable to, and shall pay to and shall pay to any such worker injured by accident arising out of and in the course of employment, and, in case of death being occasioned thereby, to such person as may be appointed by the court to receive the same for the benefit of dependants, compensation in the manner and amount at the times herein required...., and

WHEREAS, the purpose of the workers compensation legislation is to provide a humanitarian and economical system of compensation for injured worker; and

WHEREAS, it is in the intent of the City of Santa Fe not only to comply with state statutes, but also to ensure that employees who sustain an accidental injury arising out of and in the course and scope of their employment with the City are provided an impartial and equitable system of compensation for said injury; and

Whereas, it is further the intent of the City of Santa Fe that whenever possible employees be encouraged to work toward their recovery and the City advocates "limited" or "light duty" for recovering employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that:

Section 1. The first seven days of absence following an employee's accidental injury arising out of and in the course of the employee's employment with the City be considered "injury leave" to be paid out of the appropriate department's budget with all the usual deductions made; and

Section 2. After the first seven days of injury, the employee will be continued on injury leave at full salary up to but no exceeding six months (180 days).

Section 3. During this period of time mentioned in Section 2, infra, the employee will be allowed to accrue sick leave and annual leave at the normal rate and PERA contributions will be matched "dollar for dollar" while the employee is on injury leave so that full PERA credit would continue.

Section 4. If the employee will be out more than six months he/she can petition the Worker's Compensation Claims Review Committee who will, on a case-by-case basis, review each case and, if compensation is to be continued, establish compensation at the rates of Worker's Compensation.

Section 5. During the period mentioned in Section 4, infra, the employee will be allowed to accrue sick leave and annual leave at a pro-rated basis. PERA will also be paid on a pro-rated basis.

Section 6. The employee is encouraged whenever possible to return to "light" or "limited duty" as an incentive toward rehabilitation.

PASSED, APPROVED AND ADOPTED this 24th day of February, 1988

APPENDIX D

DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF SANTA FE POLICE DEPARTMENT

SECTION 1. POLICY

It is the goal and policy of the City of Santa Fe ("City") and the Santa Fe Police Officers Association ("SFPOA") for the employees of the Police Department to maintain a drug and alcohol free work environment through the use of a reasonable employee drug and alcohol testing program. The following reasons support this Policy:

A. PUBLIC SAFETY: Public safety and policing are responsibilities that have dangers not present in other governmental functions. These dangers include the potential and actual use of firearms and other weapons; the use of force including the possible use of deadly force; the operation of emergency vehicles; the prevention of escape; the keeping of order and the enforcement of rules of conduct; and similar responsibilities. These responsibilities have inherent dangers not present in most other governmental functions. An agency charged with these kinds of responsibilities cannot tolerate any kind of conduct on the part of employees which would impair their judgment or skills and thus create an unreasonable risk of harm to the public and other employees.

B. PUBLIC TRUST AND INTEGRITY: The public has the right to demand that those who are charged with enforcing the law obey the law. Since the use of controlled substances (hereinafter simply "drugs") violates the law, public trust is compromised when those who enforce the law violate the law. Courts have repeatedly said that there is no other government agency in which the public must have more confidence than its public safety and correctional agencies.

C. WITNESS IMPEACHMENT: Often the most important weapon in the criminal justice arsenal is the word of an employee or officer. An employee who engages in conduct which violates the law potentially places his or her credibility on the line. If an employee has used drugs in violation of the law, it may cast a fatal shadow over the employee's judgment and performance when they are issues in court.

D. EMPLOYEE MORALE/SAFETY: Employees must be able to depend on their co-workers being reliable, effective, alert, and co-operative. Employees must work together in sometimes very close quarters and in tense situations with great potential for harm to the public, prisoners and other employees. Conduct on the part of employees, which impairs their ability to perform their duties places the safety of their co-workers in jeopardy. It may also have a bad effect on the morale of other employees because of a lack of trust in those who use controlled substances. Such conduct interferes with the mission and responsibilities of the Police Department.

E. LOSS OF PRODUCTIVITY: The abuse of drugs and/or alcohol may lead to poor performance and increased rates of absenteeism. It also increases the risk of on the job injuries with the resultant increase in workers' compensation and other related costs.

SECTION 2. PURPOSE

The purpose of this Policy is to offer guidelines to ensure an employee's drug-free status as a condition of employment and to provide procedures for drug/alcohol testing.

SECTION 3. DEFINITIONS

ALCOHOL means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.

APPLICANT is an individual who is seeking to be employed in a position with the Police Department.

CONTROLLED SUBSTANCE is marijuana, cocaine, opiates, amphetamines, phencyclidine, and Anabolic-Androgenic Steroid.

DRUG TEST is a urinalysis test to detect drugs administered under approved medical conditions and procedures.

DRUG ALCOHOL PROGRAM MANAGER is a city employee responsible for administering the drug and alcohol-testing program.

EMPLOYEE refers to any individual employed by the City of Santa Fe Police Department regardless of probationary status, union status, position, or rank.

MEDICAL REVIEW OFFICER (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

SAFETY SENSITIVE EMPLOYEE means an employee who performs the duties of a safety-sensitive position as identified in this policy.

SAFETY SENSITIVE POSITION means a position which requires the employee to perform duties which impact the safety of the public and which expose the employee to hazardous conditions and requires responsibility for the physical safety of others. The City of Santa Fe has identified the following positions to be Safety Sensitive:

1. All commissioned police officers, regardless of rank
2. Public Safety Aides

SUBSTANCE ABUSE PROFESSIONAL is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

VERIFIED NEGATIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined not to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct Department of Transportation ("D.O.T.") testing.

VERIFIED POSITIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct D.O.T. testing.

SECTION 4. PROHIBITIONS AND RESPONSIBILITIES

A. Each employee covered by this Policy is:

1. Prohibited from possessing, selling, purchasing, manufacturing or transferring any controlled substance in violation of city, state or federal law, whether on or off duty.

2. Prohibited from any use of any controlled substance in violation of city, state or federal law, whether on or off duty.

3. Prohibited from consuming or possessing alcoholic beverages on duty, except where its use is required and documented pursuant to a case plan and the standard operating procedures.

4. Prohibited from consuming alcoholic beverages while operating a city vehicle or four hours (4) prior to operating such vehicle.

5. Prohibited from the consumption of alcohol within four (4) hours of the employee's scheduled time to report to work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

6. Required to submit to reasonable suspicion alcohol and/or drug testing when directed by the City of Santa Fe; and prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

B. Each employee, under this Policy:

1. Shall be responsible for informing his/her supervisor when being prescribed medication that may impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

2. Shall use medically authorized drugs or over the counter medications in a manner which will not impair on-the-job performance or affect their ability to perform work duties safely and efficiently. Employees may be required to provide proof of lawful prescription.

3. Shall promptly report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a hazard to the safety and welfare of others.

4. May be temporarily re-assigned to other duties during the time he/she is required to take prescribed medication which has the potential to impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

5. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety. A *Supervisor's First Report of Accident* shall be completed within 24 hours of the incident.

SECTION 5. EDUCATION

Every employee will receive a copy of this Policy, and will receive a minimum of sixty (60) minutes of training regarding this Policy and the effects of prohibited drug use and alcohol misuse that impacts an individual's biological, emotional, and psychosocial well being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction. Training shall be provided to each employee within 60 days of adoption of this Policy for current employees, and within 60 days of a new employee's date of hire.

All supervisory personnel responsible for determining whether reasonable suspicion exists to require an employee to undergo alcohol and/or drug testing will also receive a minimum of one hundred and twenty (120) minutes of training on the physical, behavioral, speech, and performance indicators, of probable prohibited drug use and alcohol misuse.

SECTION 6. SUBSTANCES TESTED

A. Alcohol

Employees subject to alcohol testing will have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. A breath alcohol level of 0.04 or greater constitutes a positive test result. A confirmation test will be given if an employee's initial breath alcohol test level exceeds 0.04.

Any refusal to submit to an alcohol test, and all positive alcohol tests, will be reported immediately by the testing facility to the City of Santa Fe Drug and Alcohol Program Administrator.

B. Drugs

Employees subject to drug testing will have a sample of their urine tested for the presence of six (6) drugs, as follows:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphétamines
5. Phencyclidine
6. Anabolic-Androgenic Steroid

All drug tests will be reported by the testing laboratory to a medical review officer (MRO) who will evaluate the results. After evaluation and interpretation, all verified positive test results will be reported by the MRO to the employee and to the City of Santa Fe Drug and Alcohol Program Administrator. Any refusal to submit to a drug test will be immediately reported by the collection site to the City of Santa Fe Drug and Alcohol Program Administrator.

With respect to verified positive drug tests, employees will be notified by the MRO that they have seventy-two (72) hours following this notification in which they can request, at their own expense, that split urine specimen be tested by another Department of Health and Human Services (DHHS) certified testing laboratory. In the event that the split sample test is negative, the employee will be reimbursed for the test.

Failure to request testing of the split specimen within seventy-two (72) hours of being notified of a positive test by the MRO will result in the test results from the original specimen being accepted as the final test results.

SECTION 7. TYPES OF TESTING

The following tests will be required of all employees in accordance with the alcohol and drug testing procedures set forth in this Policy:

A. Pre-employment tests
B. Post-accident tests
C. Random tests
D. Reasonable suspicion tests
E. Return to duty/Follow-up tests

SECTION 8. ALCOHOL AND DRUG TESTING PROCEDURES

This Policy incorporates the following federal regulations for alcohol and drug testing procedures required for transportation workplace drug testing programs:

49 CFR PART 40

Subpart A
40.3 Definitions

Subpart B – Drug Testing
40.21 The drugs.
40.23 Preparation for testing.
40.25 Specimen collection procedures.
40.27 Laboratory Human Resources.
40.29 Laboratory analysis procedures.
40.31 Quality assurance and quality control.
40.33 Reporting and review of results.
40.35 Protection of employee records.
40.37 Individual access to test and laboratory certification results.
40.39 Use of DHHS – certified laboratories.

Subpart C – Alcohol Testing
40.51 The breath alcohol technician.
40.53 Devices to be used for breath alcohol tests.
40.55 Quality assurance plans for EBT's.
40.57 Locations for breath alcohol testing.
40.59 The breath alcohol testing form and log book.
40.61 Preparation for breath alcohol testing.
40.63 Procedures for screening tests.
40.65 Procedures for confirmations tests.
40.67 Refusal to test and uncompleted tests.
40.69 Inability to provide and adequate amount of breath.
40.79 Invalid tests.
40.81 Availability and disclosure of alcohol testing information about individual employees.
40.83 Maintenance and disclosure of records concerning EBTs and BATs.

It is the intent of this Policy that Police Department employees subjected to testing will be provided with the same ***testing procedures***, safeguards, confidentiality, chain of custody provisions and integrity of the testing process provided to transit employees pursuant to the federal regulations.

SECTION 9. PRE-EMPLOYMENT TESTING

A. Applicants selected for hire will be required to undergo pre-employment testing. Applicants will be informed that they are subject to pre-employment drug testing at the time they apply for a position. Once a conditional job offer is made, the applicant shall have a urine sample collected and tested for evidence of the substances listed in Section 6. The time, date and location of the physical examination and drug test will be announced in advance of the test. Applicants for or employees transferred into

specialized units, which require the safety sensitive employee to have direct involvement in drug interdiction, will also be subjected to drug testing prior to joining the unit.

B. Disqualification from Employment

1. Applicants for initial hire will be disqualified from employment if they:

a. fail to appear for the physical examination and urine collection on the designated day unless excused by the City for good and verifiable cause; or

b. refuse to provide a urine sample; or

c. attempt to alter, taint or otherwise provide a false sample; or

d. test positive for the presence of one of the substances listed in Section 6.

SECTION 10. POST-ACCIDENT TESTING

All employees in safety-sensitive positions as identified in this policy will be subject to post-accident alcohol and drug testing in accordance with the City's alcohol and drug testing procedures.

A. A City of Santa Fe safety representative, supervisor or other qualified person shall be responsible for making a determination whether a post-accident drug and alcohol test is required at the time any covered employee is involved in an accident where a fatality or serious injury has occurred.

B. The City of Santa Fe will also test any safety-sensitive employees whose performance could have contributed to the accident.

C. Employees required to submit to post-accident drug and alcohol testing will be tested as soon as possible (in all cases drug tests shall be conducted within thirty- two (32) hours following the accident and alcohol tests shall be conducted within eight (8) hours of the accident).

D. An employee required to submit to a post-accident drug and alcohol test will be transported by the City to the collection site and will be required to sign a medical authorization for an administrative alcohol and drug test. The employee must provide a urine and breath sample unless it is determined by medical personnel present that the employee is medically unable to provide the required samples. Following the test, the employee will be relieved of duty with pay pending the City's receipt of the results of the tests from the MRO.

E. It is the City of Santa Fe's policy that employees who are required to submit to a post accident drug and alcohol test will be subject to discipline in accordance with Section 16 of this policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

F. Safety sensitive employees must be readily available for post-accident testing. If an employee fails to remain readily available, e.g., notifying supervisor where employee can be located if employee leaves scene of the accident prior to submitting to testing, the employee will be deemed to have refused to submit to testing which shall constitute a verified positive drug and/or alcohol test result. The requirement to immediately report for post-accident testing is stayed while an employee assists in resolution of an accident or receives medical attention following an accident. In such cases, the employee shall report for post-accident testing immediately after the employee completes provision of necessary post-accident assistance or after necessary medical attention is provided.

SECTION 11. VOLUNTARY TESTING

The City shall provide any employee an opportunity to voluntarily submit to a drug and/or alcohol screening test, at the City's expense, immediately following any incident, which may result in allegations of misconduct against the employee (s) or the department.

SECTION 12. RANDOM TESTING

A. The City of Santa Fe will maintain a list of all employees in safety sensitive positions in the Police Department. During each calendar year, alcohol and/or drug tests will be administered to these employees on a scientifically random number selection basis. Under the random selection process each employee will have an equal chance of being selected for testing based on neutral criterion such as social security numbers. This process means that alcohol and drug tests are unannounced. Selected employees are required to report immediately for testing after notification of selection. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year. All employees will remain in the random pool even after being selected for testing. Thus, it is possible for an employee to be selected for testing more than once within a given time period.

1. Selected employees who are off duty or on regularly scheduled days off shall be notified of their selection upon their return to work and are required to report immediately for testing after notification of selection.

B. At least 50% of the total number of safety sensitive employees shall annually be randomly tested for drugs, and at least 10% of the total number of safety sensitive employees shall annually be randomly tested for alcohol.

C. Safety sensitive employees in the following specialized units will be included in a separate pool for random selection in addition to the pool described in Paragraph A above:

1. all safety sensitive employees of the Special Operations and K9 units.

2. all safety sensitive employees assigned to the Narcotics unit or "Region 3 Drug Task Force."

3. safety sensitive employees of any other unit whose function is the detection and interdiction of illegal drugs.

At least 50% of the total number of safety sensitive employees in this pool shall be randomly tested for drugs on a quarterly basis.

D. Employees selected for random alcohol and/or drug tests will be provided with transportation and will immediately report to the collection site where they will be required to provide a breath and/or urine sample.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of the Policy if they:

1. do not appear and complete a random drug and/or alcohol test immediately following notification to appear for such tests, refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

SECTION 13. REASONABLE SUSPICION TESTING

A. All employees may be required to submit to a reasonable suspicion alcohol and/or drug test.

B. Employees who are reasonably suspected by a supervisor of violating this Policy will be required to submit to an alcohol and/or drug test in accordance with this Policy. A trained supervisor who makes a determination that a test is required will complete a form indicating the grounds for such determination. Reasonable suspicion must be based on a belief by a trained supervisor that an employee is using or has used drugs or alcohol in violation of this Policy and is drawn from specific objective and articulated facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

1. observable phenomena, such as direct observation of alcohol or drug use and/or the physical symptoms or manifestations of being under the influence of alcohol or a drug such as appearance, speech or body odors;

2. abnormal conduct or erratic behaviors while at work, excessive absenteeism, tardiness, or deterioration in work performance;

3. an arrest for drug related charges.

C. An employee who is required to submit to an alcohol and/or drug test under this section must sign a medical authorization for an administrative alcohol and drug test.

D. Employees will be transported by the City to the collection site and will be required to provide a breath and/or urine sample. Following completion of the test, employees will be transported home and relieved of duty with pay pending the City's receipt of the results of the test from the MRO.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of this Policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a urine and/or breath sample (which refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this Policy.

SECTION 14. RETURN TO WORK TESTING

Employees who self-referral, in accordance with Section 18 of this Policy, prior to returning to work, will be required to take a return to duty alcohol and/or drug test with a verified negative result in accordance with this Policy.

SECTION 15. FOLLOW-UP TESTING

Employees who self-referral, in accordance with Section 16 and 18 of this Policy, upon return to work, shall be subject to a minimum of six (6) unannounced drug and/or alcohol follow up tests during the first twelve (12) months following the employee's return to work, and further testing as recommended by the substance abuse professional for up to a maximum of sixty (60) months.

SECTION 16. CONSEQUENCES OF THE MISUSE OF DRUGS AND ALOCHOL

Any employee testing positive for any of the drugs specified in Section 6(B) of this Policy, or who has a breath alcohol concentration of 0.04 or greater, will be immediately removed from

his/her position and placed on leave with pay status pending disciplinary action. Employees testing positive will be provided with information from the City's employee assistance program (EAP) regarding alcohol and/or substance abuse and the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. The City will have no responsibility to pay for any necessary treatment on the part of the employee.

A. Consequences of a Positive Drug or Alcohol Test

1. Any job applicant who tests positive for drugs will not be hired.

2. Conditional Retention

If an employee, before selection for drug or alcohol testing, voluntarily admits that he/she is using drugs or has a problem with alcohol and is not otherwise subject to termination under Section 16(A)(3) of this Policy, will be offered conditional retention of employment if the employee:

(a) submits to an evaluation by a substance abuse professional approved by the City's EAP; and

(b) signs a conditional retention of employment agreement; and

(c) is determined by a substance abuse professional to require assistance in resolving problems associated with drug abuse and/or alcohol misuse (the employee must agree to attend a City of Santa Fe approved treatment program and sign a monitoring agreement with the City's EAP to ensure successful completion of the treatment program specified by the substance abuse professional); and

(d) upon release to return to work by the substance abuse professional, is subject to a return to duty drug and/or alcohol test and follow-up tests.

The employee who is conditionally retained must fully comply with the conditions of retention of employment, including successful completion of the treatment program specified by the substance abuse professional. Upon notification of self-referral the employee will be relieved of his duties until released to return to work by the substance abuse professional. The employee may utilize any accrued comp time, annual and sick leave, and authorized leave under the Family Medical Leave Act ("FMLA") until exhausted to cover the necessary leave.

3. Termination

Employees will be terminated with due process if the employee:

(a) uses, possesses, sells, purchases, manufactures or transfers any controlled substances in violation of city, state or federal law, whether on or off duty,

or consumes or is in possession of alcohol on duty (and such consumption or possession is not authorized per Section 4(A)(3)).

(b) consumes alcoholic beverages while operating a city vehicle; or four hours (4) prior to operating such vehicle; or within four (4) hours of the employee's scheduled time to report to work; or within eight (8) hours following an accident involving a city vehicle or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

(c) refuses to submit to an alcohol and/or drug test when so directed by the City of Santa Fe, or tampers or attempts to tamper with an alcohol and/or drug test; or,

(d) tests positive and was involved in an accident resulting in death, serious injury or extensive property damage; or

(e) does not appear and complete a follow-up drug and/or alcohol test within two (2) hours following notification to appear for such tests, refuses to sign a medical authorization for an administrative alcohol and drug test or refuses to provide a breath and/or urine sample; or

(f) has a confirmed positive drug or alcohol test

SECTION 17. CONFIDENTIALITY

All testing will be conducted in accordance with the federal regulations to ensure test results are accurate and reliable. Further, the City will carry out this Policy in a manner that respects the dignity and confidentiality of those involved. No laboratory reports or test results shall appear in the employee's employment history unless they are a part of a disciplinary action taken. Laboratory reports and test results shall be placed in a special locked file maintained by the Drug Abuse Coordinator. Files relating to laboratory reports or test results maintained by the Drug Abuse Coordinator must be kept confidential and shall be disclosed only by consent of the patient. Test information, however, shall be released to the employee, the employer, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test. Upon request, an employee is entitled to obtain copies of any records pertaining to the employee's use of prohibited drugs, including any records pertaining to the employee's drug tests.

SECTION 18. EMPLOYEE ASSISTANCE PROGRAMS/SELF-REFERRAL

The City of Santa Fe takes seriously its commitment to provide safe conditions to the public and its employees. Recognizing this commitment, the City maintains employee assistance programs that can provide access to professional services in an effort to aid any employee who has an alcohol or chemical dependency problem. Participation in this program is voluntary and all records regarding self-referral or acknowledgement will be kept confidential to the extent required by law.

All employees who suspect they may have alcohol or substance abuse problems are strongly encouraged to utilize employee assistance program resources before the problem affects their employment status. There will be no disciplinary action involved. Voluntary self-referral, however, shall not relieve the employee from responsibility for adequate job performance. Self-referral after notification of a required drug or alcohol test will not eliminate the requirement to take such a test and will not preclude the taking of disciplinary action against an individual who fails a required drug or alcohol test.

Any costs for counseling or rehabilitation shall be the responsibility of the employee. Questions about the City of Santa Fe's employee assistance programs should be addressed to the City's Safety Officer, who serves as the drug and alcohol program administrator.

SECTION 19. APPEALS

Any employee subject to discipline as a result of drug/alcohol testing will have the right to grieve the discipline pursuant to their respective collective bargaining agreement.

SECTION 20. LEGAL ISSUES

This rule or regulation is for internal use only, and does not enlarge an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety of care. Violations of this policy, if proven, can only form the basis of a complaint by this Department, and then only in an administrative setting.

Because chemical testing is not testimonial, compulsory urinalysis or breath alcohol tests do not implicate or violate the Fifth Amendment privilege against self-incrimination. See *Schmerber v. California,* 384 U.S. 757, 761 (1966); see also *State v. Richardson,* 87 N.M. 437 (Ct. App. 1975) (the privilege against self-incrimination applies to disclosures that are communicative or testimonial, and the criminal defendant was not compelled to testify against himself by the drawing of blood from his body). Nevertheless, nothing in this policy shall be deemed a waiver of an employee's constitutional protections or privileges afforded in *Garrity v. New Jersey,* 385 U.S. 493 (1967). Any statements written or verbal regarding illegal drug or alcohol use made by employees while in the course and scope of complying with the requirements of this policy shall be deemed compelled and may not be used for criminal prosecution.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 2021.

_____
Alan M. Webber, Mayor

ATTEST:

_____
Kristine M. Bustos-Mihelcic, City Clerk

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Jun 14, 2021 11:33 MDT)

_____
Senior Assistant City Attorney

Santa Fe Police Officers Association:

_____
Rebecca R. Hilderbrandt, President

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

o) Request for approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association for FY22. Contract includes salary increases in the amount of $(423,039.00) for sworn and civilian bargaining unit employees. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee	**Review:**
Public Safety Committee:	6/15/21
Quality of Life Committee:	6/16/21
Finance Committee:	6/21/21
Governing Body:	6/30/21

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/16/2021
FOR CITY COUNCIL MEETING OF 06/30/2021

ISSUE:

Request for Approval of the Collective Bargaining Agreement Between the City of Santa Fe and the Santa Fe Police Officers Association for FY22. Contract Includes Salary Increases in the Amount of $423,039 for Sworn and Civilian Bargaining Unit Employees. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

Committee Review:
Public Safety Committee: 06/15/21
Quality of Life Committee: 06/16/21
Finance Committee: 06/21/21
Governing Body: 06/30/21

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	X		

City of Santa Fe, New Mexico
Memorandum

DATE: June 16, 2021

TO: Governing Body
Finance Committee
Public Works Committee

FROM: Bernadette Salazar, HR Director

VIA: Jarel LaPan Hill, City Manager

ITEM AND ISSUE:

Request for approval of Amendment Number Three to the Collective Bargaining Agreement between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO.

BACKGROUND AND SUMMARY:

The City and the Union entered into the Collective Bargaining Agreement effective July 1, 2017 through June 30, 2020. Although the Collective Bargaining Agreement has expired, it remains in effect pursuant to the evergreen provision of the Public Employees Bargaining Act (PEBA). The parties have been renegotiating the full contract since February 2020. For FY 2022, the Governing Body approved a budget allocation for AFSCME negotiations of an amount equivalent to a 4% pay increase for AFSCME bargaining unit employees. Although negotiations for the full contract are not completed, through mutual collaboration between the AFSCME negotiating team and the City of Santa Fe Management Team, the parties were able to agree to Amendment Number Three to the Collective Bargaining Agreement, which provides for pay increases for all bargaining unit employees. Specifically, it includes all current language and adds that bargaining unit employees shall receive a 4% pay increase the first full pay period in July 2021. The parties will continue negotiations.

ACTION REQUESTED:

The parties respectfully request approval of Amendment Number Three to the Collective Bargaining Agreement between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO.

AMENDMENT NO. 3 (management proposal #4)
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SANTA FE AND LOCAL 3999 CITY OF SANTA FE EMPLOYEES, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 18, AFL-CIO

THIS AMENDMENT is made and entered into as of this 15th day of June 2021, by and between the **City of Santa Fe**, a political subdivision of the State of New Mexico (hereinafter referred to as "the City") and **Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO (herein referred to as "the Union").**

WHEREAS, the City and the Union entered into the Collective Bargaining Agreement effective July 1, 2017 through June 30, 2020; and

WHEREAS, the Collective Bargaining Agreement has expired, however remains in effect pursuant to the evergreen provision of the Public Employees Bargaining Act, NMSA 1978, §10-7E-18(D) (2020); and

WHEREAS, the City and AFSCME have been negotiating a successor agreement since February 2020;

WHEREAS, the Governing Body approved a budget allocation for fiscal year 2022 for AFSCME negotiations of an amount equivalent to a 4% salary increase for AFSCME bargaining unit employees; and

WHEREAS, the fiscal year 2022 budget allocation for AFSCME negotiations is available the first full pay period in July 2021; and

WHEREAS, the AFSCME contract negotiations for the full contract are not completed; and

WHEREAS, both parties agree that although AFSCME and the City are currently negotiating a successor agreement, AFSCME employees should receive the allocated 4% salary increase; and

WHEREAS, the parties will continue negotiating Article 26 and the other outstanding articles recognizing this Amendment constitutes the entire allocation for fiscal year 2022; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **ARTICLE 26: CLASSIFICATION AND PAY PLAN** is hereby further amended to read as follows:

ARTICLE 26 CLASSIFICATION AND PAY PLAN

Section 1 Purpose

A. The Classification and Pay Plan is intended to be employee-based as well as provide for equitable employee compensation and career growth. The plan shall also establish competitive salaries to allow the City to recruit and retain qualified employees. The expressed objectives for the Classification and Pay Plan for the City of Santa Fe are:

1. To assign appropriate range assignments based on internal equity;
2. To establish entry pay rates that respond to the need to be competitive;
3. To establish the minimum and maximum compensation values for each job; and
4. To provide pay increases which recognize employee growth, and experience on the job.

B. The Classification and Pay Plan shall define pay ranges that allow consistent salary growth for each job classification in order to recognize employee longevity, and increased knowledge, skills and abilities.

Section 2 Base Rate Pay Increase-Fiscal year 2021/2022

Bargaining Unit employees shall receive a four (4) percent pay increase effective the first full pay period in July 2021.

Section 3 Living Wage

Living Wage Increases will be addressed in accordance with the Living Wage Ordinance No. 2003-8 Section 28-1.5 B., as amended.

Section 4 Salary Survey

A. In order to verify the adequacy of the City pay levels with respect to general employment and economic conditions, the Employer shall conduct a classification and compensation survey once every 3 years for implementation in the fourth (4th) year. Data obtained in this survey shall include salary ranges (minimum and maximum pay rates) for all classifications within the Classification and Pay Plan.

B. The Employer and the Union shall meet and review the salary survey and shall mutually agree on implementation of any revision to the Pay Plan.

Section 5 Revising and Creating Classifications; and Reorganizations

When the Employer revises existing classifications, establishes new classifications, or reorganizes, the Employer and Union shall meet within fourteen (14) calendar days prior to implementation and make any necessary provisions relating to:

- The impact of current and newly created job classifications, and salary; and
- Inclusion or exclusion in the bargaining unit.

Section 6 Right to Job Description

The Employer shall provide a written job description to the employee immediately upon hire and upon an employee's request. The Human Resources Department shall provide the Union with a copy of each job description and update when necessary.

Section 7 Temporary Upgrades

A. Employees shall not be required to perform duties of a higher classification as a regular assignment. However, when a bargaining unit employee is assigned to

temporarily work in a higher classification, the Employer shall select a bargaining unit employee based on class seniority in accordance with Article 22, Section 2.B.

B. The Employer shall compensate bargaining unit employees temporarily assigned to work at a higher classification for periods of five (5) consecutive work days or longer an increase of 10% of their wage to include all differentials and overtime pay at the rate of one-and-a-half (1½) times or the beginning wage of that classification, whichever is greater, for the duration of the reassignment. The Employer shall not alternate employees to avoid paying salary upgrade.

C. In cases where the immediate supervisor can plan in advance and assign an employee to working out of class prior to it taking effect, the immediate supervisor shall notify the Human Resources Department in writing no less than five (5) working days prior to the effective date of reassignment so that all necessary actions may be processed. Reassignments shall be effective the first day of a pay period. In cases of emergency, the immediate supervisor shall notify the Human Resources Department at the first possible opportunity.

Section 8 Request for Reclassification

A. Either the Employer, or an employee covered by this Agreement who believes that his/her actual job position is not assigned to the classification that best represents the duties assigned by the Employer, may initiate a request for a position classification review through procedures established by the Human Resources Department. Such procedures may include a desk audit of the employee's job. Employees shall request in writing such classification review through their immediate supervisor. The Employer shall forward such requests to the Human Resources Department within thirty (30) calendar days.

B. All actions related to a request for a classification review must be completed by the Employer in a period not to exceed sixty (60) calendar days from the date it was submitted to the Human Resources Department. The employee requesting the classification review shall be notified in writing by the Human Resources Department after completion of the review to inform the employee of its status (approval or disapproval), with an explanation of the decision.

Section 9 Reclassification

A. If the employee's position is subsequently assigned to a different job classification and the employee meets the minimum qualifications for that position, the employee shall be paid the appropriate salary for the new classification, effective the first day of the pay period following the date the reclassification was approved by the Human Resources Director and City Manager.

B. For the purpose of maintaining equity within the Classification and Pay Plan, a reclassification may result in a salary increase from 0 to 20% or the minimum of the new grade, whichever is greater. The percentage of salary increase shall be consistent with the other bargaining unit employees within the new classification, unless the employee is currently earning more than existing bargaining unit employees in the same position classification.

C. Under no circumstance shall a reclassification result in a reduction in an employee's pay.

Section 10 Equity Adjustments

Equity issues shall be addressed on a case-by-case basis by the Human Resources Department and the Union.

All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 3 shall remain in full force and effect.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this 15th day of June 2021.

CITY OF SANTA FE

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Jun 16, 2021 14:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Jarel LaPan Hill
Jarel LaPan Hill (Jun 16, 2021 15:33 MDT)

JAREL LAPAN-HILL, CITY MANAGER

AFSCME REPRESENTATIVE:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jun 17, 2021 09:48 MDT)

MARY MCCOY, FINANCE DIRECTOR

Gilbert Baca

GILBERT BACA, AFSCME PRESIDENT

Bernadette Salazar

BERNADETTE SALAZAR, HR DIRECTOR

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

y) Request for Approval of Amendment No. 3 to the Collective Bargaining Agreement Between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 505.955.6591)

Committee	**Review**
Finance Committee:	06/21/2021
Public Works:	06/28/2021
Governing Body: 06/30/2021	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8i

Request for Approval of Amendment No. 3 to the Collective Bargaining Agreement Between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 505.955.6591)

Committee Review
Finance Committee: 06/21/2021
Public Works: 06/28/2021
Governing Body: 06/30/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/30/2021 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 06/16/2021
FOR CITY COUNCIL MEETING OF 07/28/2021

ISSUE:

CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Mayor Webber)
An Ordinance Amending Section 23-6.2 SFCC 1987 to Remove the Six-Month Minimum Lease Duration for the Sale and Consumption of Alcohol on City Property. (Randy Randall, TOURISM Santa Fe Executive Director: rrandall@santafenm.gov, 955-6209; Rich Brown, Community and Economic Development Department Director: rdbrown@santafenm.gov, 955-6625; Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 5/12/21
Quality of Life Committee: 6/16/21
Public Works and Utilities Committee: 06/28/21
Governing Body (request to publish): 06/30/21
Economic Development Advisory Committee: 7/14/21
Governing Body (public hearing): 07/28/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

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	X		

City of Santa Fe New Mexico
Memorandum

Date: June 7, 2021

To: Economic Development Advisory Committee, Quality of Life Committee, Public Works and Utilities Committee, Finance Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison

Via: Erin McSherry, City Attorney EM

RE: Lease length requirement for alcohol service on City property

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EXECUTIVE SUMMARY:

The proposed Bill removes the 6-month minimum lease requirement for the sale and/or consumption of alcohol on City property. The amendments will allow restaurants to continue to use City property for the sale and consumption of alcohol that began as a result of the COVID-19 pandemic.

BACKGROUND:

On June 24th, 2020 the Governing Body adopted Ordinance No. 2020-14 that allowed for the sale and consumption of alcohol on designated City property provided the establishment met certain criteria. The provisions included as part of Ordinance No. 2020-14 were set to expire on October 31, 2020. On October 14th, 2020 the Governing Body adopted Ordinance No. 2020-28 extended the expiration date of this subsection until October 31, 2021.

Restaurants have approached the City about the potential for a more permanent presence on City property, including in parking spaces, streets, and other rights-of-way. The amendment contained in this Bill would allow these restaurants to enter into shorter-term leases with the City for the use of City property.

The establishments would need to receive the necessary approvals from the Alcoholic Beverage Control Division of the New Mexico Regulation and Licensing Department for the expanded alcohol service area prior to commencing service in the leased area.

Structures erected for longer than 90 days will need land use approvals and, for structures located within the Historic District, approval from the Historic Districts Review Board will be required. Any other applicable approvals required by the State or City must be obtained prior to installation of any supplemental structures.

ACTION REQUESTED:

Staff recommends approval of the Bill as presented.

ATTACHMENTS:

Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

Mayor Alan Webber

AN ORDINANCE

AMENDING SECTION 23-6.2 SFCC 1987 TO REMOVE THE SIX-MONTH MINIMUM LEASE DURATION FOR THE SALE AND CONSUMPTION OF ALCOHOL ON CITY PROPERTY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2012-20, § 1, as amended) is amended to read:

23-6.2 Permitted locations for the sale and consumption of alcohol on city property.

A. The sale or consumption of alcoholic beverages is permitted at the following locations on city property:

(1) The Santa Fe community convention center and adjacent outdoor spaces under the center's control;

(2) That area of the Santa Fe regional airport main terminal building and adjacent areas operated as a restaurant;

(3) The Marty Sanchez links de Santa Fe (golf course);

underscored material = new [bracketed material] = delete

(4) Buildings owned by another party located on land owned by the city;

(5) On land or buildings owned by the city, located within the Santa Fe Railyard, as described in the Railyard Master Plan, for which the city has entered into a lease with another party for six (6) months or more except for the Railyard park, Plaza and Alameda (as defined in the amended and restated Deed of Conservation Easement dated [~~October 1, 2004~~] May 30, 2018) where alcohol is prohibited, unless specifically permitted under subsection 23-6.2 SFCC 1987;

(6) On land or buildings owned by the city for which the city has entered into a lease with another party[~~for six (6) months or more~~];

(7) In or on railroad cars located on railroad tracks except as prohibited by state or federal law; and

(8) During professional baseball games, the area of Fort Marcy ballpark designated for concessions and seating.

B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are beer and wine.

C. The governing body may approve by resolution the sale and consumption of alcohol at all other locations on city property, except within the Plaza as defined by subsection 23-5.1(S). The resolution specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance shall be adopted at least thirty (30) days in advance of the event. The resolution shall be limited to authorization for a single event, unless otherwise stated in the resolution.

D. All other applicable approvals required by state or city laws and regulations shall be obtained prior to the sale or consumption of alcoholic beverages on the property described in this subsection 23-6.2.

E. As a response to the May 27, 2020, public health order issued by the New Mexico

department of health allowing limited outdoor dining service for qualified restaurants, and to enhance physical distancing restrictions due to the COVID-19 pandemic, sale and consumption of alcohol on any city sidewalk, street, right-of-way, or other specified property that has been designated and approved for temporary use by a current liquor licensee may occur pursuant to the following limitations:

1. A licensed establishment shall obtain and maintain a general liability policy in the amount of one million dollars ($1,000,000.00) and a liquor liability policy in the amount of two million dollars ($2,000,000.00) and must name the city, officers, employees, and agents as additional insureds.

2. The licensed establishment must apply for and receive an obstruction permit from the city that includes the requirement to indemnify the city.

3. The licensed establishment must also obtain a temporary change/expansion of liquor license premises issued by the alcoholic beverage control division of the New Mexico regulation and licensing department. Proof of the approved temporary change/expansion of liquor license premises must be produced upon request of police, fire, or other authorized city official.

4. The sale and consumption of alcoholic beverages on any city property allowed under this subsection shall be subject to the regulations concerning alcoholic beverages contained in SFCC Section 4-2, 1987.

5. Unless extended by ordinance or resolution, any license or permit issued pursuant to this subsection shall expire on October 31, 2021.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Alcohol on City Property Amendments

FIR No. 3328

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Alcohol on City Property Amendments

Sponsor(s): Councilor Lindell and Mayor Webber

Reviewing Department(s): Legislative Services

Staff Completing FIR: Jesse Guillen Date: 5/13/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Jun 7, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finace Director Date: Jun 14, 2021

Alexis Lotero, Assistant Finace Director (Jun 14, 2021 14:06 MDT)

Summary:
The proposed Bill removes the 6-month minimum lease requirement in order to permit the sale and/or consumption of alcohol on City property. The amendments will allow restaurants to lease City property for the sale and consumption of alcohol that began as a result of the COVID-19 pandemic.

Departments Affected:
Community and Economic Development, Public Works Department, City Clerk's Office.

Consequences of Not Enacting Legislation:
Restaurants will only be able to continue their auxiliary use of City property for the sale and consumption of alcohol by entering into a lease agreement of at least six months.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Section 23-6.2(E) currently allows for the sale and consumption of alcohol on city property by establishments that have received the appropriate licenses through the end of October, 2021.

Performance and Administrative Implications:
Staff will need to work with interested establishments to delineate the permitted property for use, create lease agreements that include the rate the establishment will pay for the use of City property.

Fiscal Implications:
Staff time necessary to negotiate and process each lease will be drawn from other City priorities on an ad hoc basis, thereby delaying the delivery dates of competing activites including Land Use plan review and enforcement, Property Manager licensing, appraisals and archiving, and Traffic Division engineering review. The reduction in community benefits caused by such delays are unquantifiable and may not demonstrably be offset by the direct revenue generated from the lease agreements. At this time only one restaurant has reached out to the City about the possibility of leasing City property on a longer-term basis. The rate the restaurant would pay would also have to be negotiated by the two parties. Therefore the total revenue cannot be estimated at this time. The increased space available to restaurants as a result of a lease agreement could increase sales, and therefore increase the GRT remitted to the City. The increasd space available to restaurants as a result of a lease agreement under this change could increase sales, and therefore increase the GRT remitted to the City.

Fiscal Impact

_____ 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:

Staff time associated with processing the lease agreements is dependent upon the number of establishments wishing to take advantage of the ability to expand their liquor service area onto City property.

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:

Revenue to the City would be dependent on the location of the number of establishments that wish to participate in the program, the location of the property, and the amount agreed upon in the lease. For space occupying existing parking meters, revenue from the lease of the space would at least equal the expected revenue that would be generated from the normal use of the parking meter.

Signature: 

Email: jbguillen@ci.santa-fe.nm.us

City of Santa Fe, New Mexico

memo

Date June 30, 2021

To Governing Body

Via _____
Regina Wheeler, Public Works Department Director

From Sam Burnett, Interim Facilities Division Director SB

Item & Action

Request approval of Budget Adjustment Request (BAR) in the amount of $1,000,000.00 to move the funding for the Santa Fe Train Depot Exterior Rehabilitation Project into capital budget.

Background & Summary

The Atchison, Topeka and Santa Fe Railway Passenger Depot, now known as the Santa Fe Train Depot, is a historic building in the Santa Fe Railyard that was constructed in 1909. This building is a Contributing Historic Structure and an important historic and cultural asset to the City of Santa Fe. As a Contributing Historic Structure the City is required to maintain this building and is prohibited from performing 'demolition by neglect', which is allowing a building to fall into serious disrepair.

In 2009 the City recognized the conditions of the Santa Fe Train Depot were beginning to become severely degraded. In response to this they hired the Architect Mac Watson who conducted a Conditions Assessment of the Depot building. This service provided the City with a comprehensive Conditions Assessment Report and Preservation Plan. Unfortunately, the City was unable to allocate funding for the preservation and maintenance of the Train Depot at this time. Since then little to no maintenance has taken place at the Depot and it has fallen even farther into disrepair.

Due to the lack of consistent ongoing maintenance, the Train Depot building's overall exterior condition has deteriorated considerably more than what was documented in 2009. This means that the City is non-compliant in its responsibility to preserve this Contributing Historic Structure. Furthermore, the building has deteriorated to a degree that it now poses a risk to the public's safety. This includes but is not limited to leaks in the roof; rot and deterioration of the exposed roof decking, trusses, and support beams; the deterioration of the buildings parapets; the deterioration of the pebble-dash stucco; the deterioration of the brick behind the stucco, the deterioration and rot of the exterior wood ceilings; and the deterioration of the building's drainage systems. These issues have

become so severe that temporary shoring has been placed on the building to prevent any of the exposed wooden framing from collapsing.

In 2018 the Facilities Division CIP Project Team began working with the New Mexico State Historic Preservation Office (SHPO) and Barbara Felix Architecture and Design (BFA+D) on an assessment of the existing conditions of the Train Depot and a rehabilitation design based upon their findings.

The design work completed by BFA+D is focused on restoring both the interior and exterior of the building, improving its mechanical, electrical, and plumbing systems (MEPs) and returning it to its original historic appearance. This funding will be used to complete the first of two phases of work, which is focused on the exterior rehabilitation and MEP improvements.

This is a shovel ready project with a complete set of plans already in place. The Facilities CIP Project Team has already begun negotiations with a general contractor who holds a current State Price Agreement, Davenport Construction Management (DCM). This will allow the Facilities Team and the BFA+D to work closely with DCM on scoping and pricing, which is essential on a historic renovation project of this type and scale.

Action Requested

Please approve this BAR in the amount of $1,000,000.00 so that this project can proceed.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / CIP	5/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Train Depot Renovation Project- Repair & Maint	3359980	520100	GRT18FMD - REP&MAINT-TRAIN DEPOT	1,000,000	
2018 GRT Bond Premium - transfer to Bond Acquisition	4009960	760335		1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Bond Acquisition Fund - transfer from Debt Service Fund	3359980	660400		(1,000,000)	
				$ 1,000,000	$ -

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

Use of available 2018 GRT Bond Premiums to fund the Train Depot Renovation

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
400	(1,000,000)
TOTAL:	**(1,000,000)**

De Alva Calabaza 5/17/2021
Prepared By *{print name}* Date

J Samuel Burnett
J Samuel Burnett (May 17, 2021 10:22 MDT)
Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (May 17, 2021 19:29 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 18, 2021 10:10 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/21/21
FOR CITY COUNCIL MEETING OF 06/30/21

z) Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $1,000,000.00 from the 2018 Bond Premiums to be used for the Santa Fe Train Depot Exterior Rehabilitation Project. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 795-2491)

Committee **Review:**
Finance Committee: 06/21/2021
Public Works and Public Utilities Committee: 06/28/2021
Governing Body: 06/30/2021

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8h

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $1,000,000.00 from the 2018 Bond Premiums to be Used for the Santa Fe Train Depot Exterior Rehabilitation Project. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Finance Committee: 06/21/21
Public Works and Utilities Committee: 06/28/21
Governing Body: 06/30/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/30/2021 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

memo

DATE: June 30, 2021

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (Jun 23, 2021 15:53 MDT)
Regina Wheeler, Public Works Department Director

FROM: Sam Burnett, Interim Facilities Division Director

SUBJECT: Budget Adjustment Request

Item & Action

Approval of Budget Adjustment Request (BAR) in the amount of $725,000.00 to move the funding for high priority capital projects into capital budget.

Background & Summary

The Public Works Department has three shovel-ready projects that are high priority and Finance has identified available funding for these projects to proceed this year. These projects include the plastering of the Genoveva Chavez Leisure Pool, the rehabilitation of the Main Library Elevator and Tennis Court and Pickle Ball court resurfacing.

The Main Library elevator is currently off-line. The elevator must be repaired to provide access and for compliance with ADA standards.

The Genoveva Chavez Leisure Pool is closed awaiting re-plastering of the pool's shell. The vendor is updating the quote based on current costs and availability of materials. Staff working to schedule the repairs.

Pickle Ball is one of the fastest growing sports and the demand for courts striped for the sport is a high. Parks Division has coordinated with the community to make Fort Marcy the primary pickle ball facility. This BAR provides funding for resurfacing and striping the courts at Fort Marcy for pickle ball.
Tennis courts across the city will be resurfaced with the exception of Herb Martinez and Larragoite which require more extensive repairs and are planned for this fall, funded by the 2021 legislative appropriation of $1,000,000 for parks.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / CIP	06/11/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Main Library - Elevators and drinking fountains	3359980	572500	GRT18PKG- REM&REPL	250,000	
GCCC - Leisure Pool	3359980	520100	GRT18FMD-REP&MAINT	175,000	
Parks - Tennis Court Resurfacing & Pickle Ball Upgrades	3359980	520100	GRT18PRA-REP&MAINT	300,000	
2018 GRT Bond Premium - transfer to Bond Acquisition	4009960	760335		725,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Bond Acquisition Fund - transfer from Debt Service Fund	3359980	660400		(725,000)	
				$ 725,000	$ -

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

Use of available 2018 GRT Bond Premiums to fund the Main Library Elevators, GCCC Leisure Pool Project, upgrades to the Tennis Courts and Pickle Ball areas.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
400	(725,000)
TOTAL:	**(725,000)**

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

De Alva Calabaza 06/11/2021
Prepared By *{print name}* Date

J Samuel Burnett
J Samuel Burnett (Jun 11, 2021 16:10 MDT)
Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Jun 13, 2021 21:48 MDT)
Department Director Signature Date

Andy Hopkins
Andy Hopkins (Jun 14, 2021 09:27 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

BAR for Bond Premium multiple projects

Final Audit Report 2021-06-14

Created:	2021-06-11
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2nhRe76OkDpBjCpO6yFP2Fs0uZLyQhE0

"BAR for Bond Premium multiple projects" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-06-11 - 10:07:15 PM GMT- IP address: 63.232.20.2

Document emailed to J Samuel Burnett (jsburnett@santafenm.gov) for signature
2021-06-11 - 10:07:48 PM GMT

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2021-06-11 - 10:10:22 PM GMT- IP address: 63.232.20.2

Document e-signed by J Samuel Burnett (jsburnett@santafenm.gov)
Signature Date: 2021-06-11 - 10:10:32 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-06-11 - 10:10:33 PM GMT

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2021-06-14 - 3:48:16 AM GMT- IP address: 104.47.65.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-06-14 - 3:48:40 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-06-14 - 3:48:42 AM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-06-14 - 3:23:40 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-06-14 - 3:27:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-06-14 - 3:27:21 PM GMT

POWERED BY Adobe Sign

signed Misc BAR II 06 18 2021

Final Audit Report 2021-06-23

Created:	2021-06-23
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAttgJwVGUkf0oL8VEzhf0LJtKiBnulVwJ

"signed Misc BAR II 06 18 2021" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-06-23 - 9:51:05 PM GMT- IP address: 63.232.20.2

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2021-06-23 - 9:51:31 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2021-06-23 - 9:52:37 PM GMT- IP address: 104.47.65.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-06-23 - 9:53:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-06-23 - 9:53:04 PM GMT

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ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8n

Request for Approval of Budget Adjustment Resolution (BAR)in the Amount of $725,000.00 from the 2018 Bond Premiums to be Used for the Genoveva Chavez Leisure Pool, the Main Library Elevators and Tennis Court and Pickle Ball Improvements at Select City Parks. (Sam Burnett, Interim Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Public Works Committee: 06/28/2021
Governing Body: 06/30/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 6/30/2021 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

MEMO

Date: June 2, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jun 17, 2021 17:16 MDT)

Regina Wheeler, Public Works Department Director

From: Javier Rosado, P. Engineering Division Director Javier Rosado
Caryn Grosse, PMP Facilities Project Administrator

Item & Action

Request approval of Budget Adjustment Request (BAR) to move funds for the solar and streetlighting contracts into budget.

Background & Summary

In furtherance of key goals to make the City of Santa Fe sustainable and deploy post pandemic economic stimulus, the Governing Body approved contracts and financing for energy and water savings projects that reduce the city water use by 2,000,000 gallons per year, reduce electricity use by 9,000,000 kilowatt hours per year and avoid 7,000 metric tons of CO2 per year. Annual utility savings of approximately $1,300,000 pay for the improvements. These projects deliver on: the 25 Year Sustainability Plan; 2019 top priority legislative request; preserving the dark sky; and a resolution directing solarization of the airport.

The solar contract and financing approved on February 24, 2021 utilizes several sources of funding including $925,000 legislative appropriation, $200,000 capital contribution from Water Division for roof replacement at Canyon Road Water Treatment Plant prior to installation of solar on the roof, $102,654 from the Water Conservation Office toward the purchase of water saving devices, and anticipated rebates of $184,279 from PNM for installation of energy saving devices including interior LED lighting and high-efficiency low-voltage transformers and $13,882,630 from the financing. This BAR allocates that funding into the capital budget.

This BAR puts the funding for the streetlight conversion contract with Dalkia provided from the financing approved on February 24, 2021 into budget, this amount is $2,757,777.10. The PNM streetlight conversion contract approved on April 14, 2021 for $421,185 is funded from 2018 GRT Bond premium. This BAR moves those funds into budget.

Attachments:

Budget Adjustment Request (BAR)

Dalkia – GB 02-24 Memo

Yearout – GB 02-24 Memo

Dalkia – Ordinance 2021-3

Yearout – Ordinance 2021-4

Lease Purchase Agreement w/ Sterling National Bank – Ordinance 2021-5

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works - Engineering	5/3/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3159980	572960	SOLARCW	821,761	
WIP Construction / Canyon Roof Replacement	3159980	572970	SOLARWATER	200,000	
Capital Transfer from Water CIP Fund	5050395	760315		200,000	
Captial Transfer from Water Conservation	5050382	760315		102,654	
2018 GRT Bond Premium - transfer to Resource Conservation	4009960	760315		421,185	
WIP Construction	3159980	572970	STREETLTS	421,185	
WIP Design	3159980	572960	STREETDAL	2,880,465	
Solar Energy Performance Contract	3159980	572970		14,087,393	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA	3159980	490210	SOLARCW	(821,761)	
Capital Transfer to Solar CIP	3159980	660505		(302,654)	
Lease Revenue	3159980	471400		(17,200,000)	
Resource Conservation CIP - transfer from Debt Service Fund	3159980	660400		(421,185)	
PNM Rebates-reimbursement/refund	3159980	470400	SOLARCW	(150,552)	
PNM Rebates-reimbursement/refund	3159980	470400	SOLARWATER	(18,570)	
PNM Rebates-reimbursement/refund	3159980	470400	SOLARBDD	(15,157)	
				$ 204,764	$ -

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

Yearout Solar / PNM LED Light Conversion / Dalkia Streetlight Conversion & Maintenance

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Amanda Archuleta
Prepared By *{print name}* Date

Javier Rosado
Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Jun 17, 2021 17:16 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Andy Hopkins
Andy Hopkins (Jun 21, 2021 09:36 MDT)
Budget Officer Date

Jun 21, 2021

N/A
Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico
Memorandum

DATE: **January 24, 2021**

TO: **Governing Body**

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

ITEM

Global Management Performance Contract with Dalkia Energy Solutions, LLC to convert City owned street lights to LEDs for $2,757,777 plus NMGRT and maintain City owned street lights for $179,074/year plus NMGRT. Regina Wheeler, rawheeler@santafenm.gov, 955-6622.

SUMMARY

Street lights play in important role in making roadways safe for pedestrians, bicyclists and drivers. The City's street lights have a short lifespan and a high failure rate. They are an old technology, high pressure sodium (HPS), that uses a lot of electricity. By converting street lights to LEDs, the reliability will be improved and the electricity use reduced by approximately 60%. The on-bill electric savings will pay for the conversion.

There are approximately 5550 street lights in the City of Santa Fe. The City owns approximately 3499 of these street lights including the lights on Cerrillos and St Michael's Drive that just transferred to the City from NMDOT. PNM owns approximately 2057 of the street lights in the City. NMDOT owns the lights at on and off ramps of 599 and other highways. The City is responsible for the cost of operations and maintenance for all of these lights at a cost of approximately $1,000,000 per year.

The City pays PNM according to Rate 20, approximately $620,000 per year for electricity and maintenance on all of the approximately 5550 street lights. The estimated on-bill electric savings of converting all of the City's lights to LED is projected to be $550,000 per year. The City also pays PNM for non-routine maintenance associated with aging infrastructure and accidents costing an additional approximately $300,000 per year. After the conversion, PNM will no longer maintain the City's street lights. The GMPC with Dalkia includes provisions for routine and non-routine maintenance of City street lights. The fee for regular maintenance will be $179,074 plus NMGRT and non-routine maintenance will be performed at unit rates included in the GMPC. The Dalkia team that will convert and maintain the City of Santa Fe street lights just completed the City of Albuquerque's street light conversion project and performing ongoing maintenance from their office in Albuquerque.

The new street lights are smart ready, facilitating remote monitoring. Dalkia will manage the City's street light maintenance using a software for monitoring operations and reporting key performance indicators including energy savings as required by the contract. The City will have licenses to access the software as well. Constituents reporting street light issues will be able to call Dalkia's dedicated service phone number or send an email to the dedicated email address, call City of Santa Fe constituent services or log a work order into the City's online work order system. All items will be routed to Dalkia for resolution. Dalkia will meet monthly with City Public Works to review outstanding items.

The City is entering a separate contract with PNM for the conversion of street lights owned by PNM that will come to the Governing Body in a separate item. PNM, Dalkia and the City are working together with the goal of converting all of the lights in one 6 month project. From the notice to proceed, there is 6-8 weeks for materials delivery and then 4 months for installation. The map in the Implementation Plan shows the planned sequencing of the conversion, starting on the south side of town in approximately June, then moving to downtown in case large gatherings begin again and then crossing the rest of the City by September 2021.

The lamps being removed will be recycled and hazardous waste managed properly by the contractors.

The new LED lamp heads focus light down onto the street and generate less stray light than the current street lights. This improves safety while protecting dark skies. The smart ready street lights can also support a dimming strategy. When converting to LEDs there is also the specification of color. Rate 20 specifies the light conversion for PNM lights as 3,000 kelvin for residential and 4,000 kelvin for main streets and collectors. Dalkia will follow the same conversion strategy. It has been reported that 3,000 kelvin lights minimize interference with circadian rhythms and that 4,000 kelvin lights make main roads safer. Specifications of the luminaires to be used in the conversion of City owned street lights are included in the attached Implementation Plan.

PROCUREMENT METHOD:
The procurement method is use of existing contract. See attached City of Albuquerque GMPC with Dalkia (previously Citelum).

BUDGET:
Conversion
$2,880,464.42 ($2,757,777 plus $232,687.43 @ 8.4375% NMGRT)
Project string FA183200I
Fund 600 Org Object: 1000471.520200a budget to be loaded after financing closes
Maintenance
$194,183.37 ($179,074/year plus $15,109.37 @ 8.4375% NMGRT) for annual maintenanc.
Org/object 1000416.520150 (Traffic Engineering – Repair & Maintenance System Equipment)

MUNIS CONTRACT NUMBER:
3202498 Dalkia

SCHEDULE:
Public Works Committee: 02/08/2021
Finance Committee: 02/15/2021
City Council: 02/24/2021

The project is scheduled for completion within six months after the Notice To Proceed (NTP) is received by the contractor, currently scheduled for September 30, 2021.

ATTACHMENTS:
Exhibit A - GMPC agreement with Dalkia
Exhibit B – Dalkia Implementation Plan
Exhibit C – City of Albuquerque GMPC
Exhibit D – Letter extending terms and conditions to City of Santa Fe
Exhibit E – City of Santa Fe Business License(s)

City of Santa Fe, New Mexico
Memorandum

DATE: **January 19, 2021**

TO: **Governing Body**

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

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

ITEM AND ISSUE:
Summary of the solarization project

BACKGROUND AND SUMMARY:
The City placed a solar project as its number one priority on the ICIP list to the state legislature in the 2019 session and was appropriated $925,000 to install behind the meter solar arrays at a number of City facilities using a public private partnership. Because solar and lighting retrofits generate significant savings on energy bills, the legislative appropriation will be coupled with additional financing to solarize and retrofit more facilities. The legislative appropriation outlines this project as:

> 19-D3209, $925,000.00, Appropriation Reversion Date: 30-JUN-2023
> Laws of 2019, Chapter 277, Section 34, Para. 408, Nine Hundred Twenty-Five Thousand Dollars ($925,000.00), to plan and design a public-private partnership for solar energy systems development and installation at city facilities. Specifically the funds will be used to hire an energy services company to evaluate city facilities to have solar installed where it is the most feasible. The goal is to solarize as many facilities as possible. Additional capital in the form of bonds or private investment will be necessary.

Under the Statewide Price Agreement (SPA), pre-qualified Energy Service Companies (ESCOs) can provide Energy Performance Contracting (EPC) services for municipal governments. Energy Performance Contracting enables agencies, such as the City of Santa Fe, to employ energy efficiency and solar experts to assess opportunities for savings with energy efficiency retrofits and renewable energy, access financing and accomplish energy projects. Project costs are typically offset by the energy cost savings. Participating ESCOs commit to the EPC Statute and EMNRD's program guidelines for the energy projects.

Yearout Energy Services Company, LLC was selected from a list of seven pre-qualified ESCOs on the Statewide Price Agreement. Yearout is the only ESCO contractor headquartered and fully staffed in New Mexico, is one of three ESCOs listed as a PNM Authorized Contractor for retrofit rebates and has experience with solar and lighting retrofits for governmental entities.

Performing an Investment-Grade Energy Audit (IGA) was the first step. The IGA contract was approved by the Governing Body in July 2019, and in August the City and Yearout Energy Services Company kicked-off the project to evaluate 22 City facilities and 17 pumping and booster stations for solar, lighting and water conservation measures. The IGA included the assessment of information on 149 utility meters, 12,564 existing lighting fixtures, 759 existing domestic water fixtures, 67 existing low voltage transformers and existing building envelope conditions of 931,800 ft^2 of gross facility area.
After assessing all of the meters, buildings and systems listed above and meeting with key City stakeholders for their knowledge of the sites and energy use patterns, Yearout provided a preliminary scope, conceptual

design, costs and payback estimates for solar, LED retrofit, lighting, transformer retrofits, water conservation and building envelope improvements that met the City's criterial for feasibility.

The final IGA report included 23 solar arrays, providing 2.75 MW of solar for 13 City facilities, 8 Water facilities and 2 BDD facilities, as well as a number of other Facility Improvement Measures (FIMs) which will reduce energy and water usage. A matrix showing which measures will constructed at each site is attached to this memo. New Mexico Energy Minerals and Natural Resources certified this IGA after review of the technical and financial information in the report, which is a standard part of the state's defined EPC process.

To further define the constructability of these projects and reduce risk before pursuing financing, the City amended the original contract with Yearout to include a due diligence phase for solar interconnection applications and land acquisition. The amendment amount was $169,666 + NMGRT and was executed on March 2, 2020 after approval by the Governing Body.

Activities undertaken in the due diligence phase are listed below along with current status of these items:

1. Solar Engineering Design and Interconnection Applications submitted to PNM
    a. All solar arrays must be reviewed and approved by PNM through the interconnection application process. There is risk, particularly on larger arrays, that PNM may identify grid issues with an array and request changes to solar design which may include additional grid protection hardware or other design modifications. The contractor designed the arrays and submitted the interconnection applications to PNM.
    b. PNM interconnection applications have been approved for 20 facilities as of January 19, 2021. These approved applications account for 73.3% of the proposed solar capacity.
    c. Three facilities, Buckman Booster Station 1 (~60kW), Buckman Booster Station 4 (396 kW) and BDD Lift Station (~277 kW), are still in supplemental review process. PNM has indicated that the review is expected to be completed by early February.
    d. No applications have been denied to date.
2. Land Agreements
    a. Several of the proposed solar arrays at booster and pumping stations are on land which is not owned by the City. The City has successfully established agreements in the past to place structures, including solar arrays, for Buckman Well Field and Buckman Direct Diversion (BDD) with United States Forest Service and Bureau of Land Management who are the owners of the land of interest for the new solar arrays. Yearout subcontracted with Souder Miller & Associates to establish agreements with these entities for these arrays.
3. FAA Coordination for Arrays at the Santa Fe Regional Airport
    a. Applications were prepared in October and are awaiting signature/submission to FAA by Santa Fe Regional Airport. Approval must be obtained by the FAA for the solar equipment proposed at the Santa Fe Regional Airport.

All outstanding work of the due diligence phase will be rolled into the final Energy Performance Contract.

Additional details will be provided in the memo that will accompany request approval of the Professional Services Agreement in the Total Amount of $15,442,785.00 for Energy Performance Contracting with Yearout Energy Services Company for the construction phase of this project.

PROCUREMENT METHOD:
The procurement method is the NM Statewide Price Agreement (SWPA) # 90-000-18-00017AH which expires on June 12, 2023.

CONTRACT NUMBER:
The FY21 Munis contract number is 3202404.

AN ABSTRACT OF PROCEEDINGS

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the ____day of February, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

PRESENT:	Mayor:	Alan Webber
	Councilor:	Roman Abeyta
	Councilor:	Jamie Cassutt-Sanchez
	Councilor:	Michael J. Garcia
	Councilor:	Signe I. Lindell
	Councilor:	Chris Rivera
	Councilor:	Carol Romero-Wirth
	Councilor:	JoAnne Vigil Coppler
	Councilor:	Renee Villarreal
ABSENT:		

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-2

ADOPTION OF ORDINANCE NO. 2021-3

Approval of Global Management Performance Contract with Dalkia Energy Solutions, LLC

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2021-3

INTRODUCED BY:

AN ORDINANCE

APPROVING A GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC (THE "AGREEMENT") FOR THE INSTALLATION OF STREETLIGHT UPGRADES, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE AGREEMENT; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE TRANSACTION FOR THE FINANCING OF THE AGREEMENT, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE AGREEMENT; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Santa Fe, New Mexico (the "City") is a legally created, established, organized and existing incorporated charter municipality with home-rule powers under the constitution and laws of the State of New Mexico; and

WHEREAS, Dalkia Energy Solutions, LLC, a Massachusetts limited liability company ("Contractor") has agreed to perform Street Light LED Upgrade and Maintenance (the "Project") for the City per the pricing structure and the contractual terms of the Global Management

Performance Contract by and between Citelum US, Inc. and the City of Albuquerque, New Mexico dated September 28, 2017, as agreed to by the letter submitted by the Contractor to the City dated September 10, 2019; and

WHEREAS, the amount of savings to be realized through the implementation of the Project appears to be sufficient to cover all costs associated with the Project; and

WHEREAS, the Contractor has proposed that the City and the Contractor enter into a Global Management Agreement (the "Agreement"), a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and pursuant to which the Contractor will complete the Project at a total cost not to exceed $3,187,337.78, including gross receipts taxes; and

WHEREAS, the Project consists of the installation and maintenance of LED streetlight conversion and routine and non-routing maintenance of the converted streetlights; and

WHEREAS, the City recognizes the need to regulate street lighting in order to preserve our dark skies, reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security and ensure aesthetically appropriate street lighting in keeping with the character of Santa Fe; and

WHEREAS, the City intends to finance the costs of the Project through a separate financing arrangement with a third-party financial institution (the "Financing Transaction") which will be paid from pledged Utility Cost Savings as authorized pursuant to the Act, and pursuant to which the Pledged Utility Cost Savings are net revenues of the Project (the "Pledged Revenues") which constitute a special fund; and

WHEREAS, the Governing Body intends to approve the Agreement and authorize its execution, delivery, and assignment of the Pledged Revenues, subject to the terms and provisions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE

CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including the home-rule charter of the City, Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to the Agreement and the Financing Transaction, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal income taxation.

"City," "Municipal," or "Municipality" means the municipal corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings equipment and improvements of which the Project is comprised.

"Contract Price" means $3,187,337.78, including gross receipts taxes, which is the maximum amount payable pursuant to the Agreement.

"Contractor" means Dalkia Energy Solutions, LLC, a Massachusetts limited liability company.

"Costs of Issuance" means all costs relating to the execution and delivery of the Agreement and the Financing Transaction, including, without limitation, costs of advertising and publication, costs of fees and expenses of the financial advisor, Bond Counsel, the Paying Agent, and other

reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the Agreement and the Financing Transaction.

"Financing Transaction" means the transaction to be entered into by and between the City and the Lender, proceeds of which shall be applied to pay the Contract Price; the principal of, interest on and other payments due in connection with the Financing Transaction shall be payable solely from Pledged Revenues; provided, that the Financing Transaction may be in the form of a lease-purchase agreement, a loan agreement or other form of debt obligation.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"Lender" means the bank or other financial institution serving as the lender in connection with the Financing Transaction; if applicable, the Lender may be the lessor if the Financing Transaction is a lease-purchase transaction.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Placement Agent" means D.A. Davidson & Co., Kansas City, Missouri.

"Placement Agent Agreement" means the professional services agreement by and between the City and the Placement Agent for the placement of the Financing Transaction with the Lender.

"Pledged Revenues" means amounts generated by Utility Cost Savings pursuant to the Agreement, which constitute net revenues of the Project, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 6 of this Ordinance.

"Pledged Revenue Fund" means the fund created pursuant to Section 6 of this Ordinance.

"Project" means the implementation of LED streetlight upgrades and associated routine and non-routine maintenance for the purpose of achieving Utility Cost Savings: the following energy savings measures:

(1) LED Streetlight conversion:

The Contractor will upgrade all City owned lights that are not currently LED to LED. The

estimated type and amount of lights to be converted will be confirmed by the Contractor in the field through the course of installation.

(2) Routine Street light Maintenance:

The Contractor will perform routine maintenance of City-owned streetlights, including regular maintenance, including bulbs, photocells, minor wiring & fuses, and cleaning, night patrols.

Management of Computerized Maintenance Management System ("MUSE").

The Contractor will manage lights-out hotline including coordination with PNM regarding PNM owned street lights.

Provide emergency response 24 hours a day 7 days a week.

The Contractor will maintain accurate inventory of changes to City owned lighting system.

(3) Non-Routine Street light Maintenance and Installation:

The Contractor will provide on-call street light maintenance and construction services for non-routine maintenance and installation of City Street Lights that are not otherwise covered under Routine Street Light Maintenance. The Contractor will perform this work upon written authorization to proceed,

"Related Documents" means, as applicable, the lease-purchase agreement, loan agreement, promissory note, escrow agreement, account control agreement and any other document or agreement containing an obligation of the City as may be required by the Lender or otherwise in connection with the Agreement pursuant to the Financing Transaction.

"Utility Cost Savings" means the amounts saved by the City in the purchase of electricity or water that are a direct result of the Conservation Measures.

Section 2. Ratification of Prior Action. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of the City directed toward the Project, the Agreement and the Financing Transaction, including,

without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing the execution and delivery of the Agreement, and the engagement of D.A Davidson as Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

Section 3. **Findings.** The Governing Body hereby finds:

A. The amount that the City would spend on the Project is not likely to exceed the cumulative amount of Utility Cost Savings over the ten year term of the Agreement from the date of installation of streetlight upgrades, including the financing of those costs pursuant to the Financing Transaction, and excluding the cost of normal repair and replacement of components of the streetlight upgrades; and

B. The streetlight upgrades, and the routine and non-routine maintenance thereof pursuant to the Agreement which constitute the Project will generate Utility Cost Savings equal to or greater than the costs of the Project, including the financing of those costs pursuant to the Financing Transaction.

C. The Project is a revenue-producing project, the Conservation Measures are reasonably related to and constitute a substantial part of the Project, and the Utility Cost Savings constitute net revenues of the Project, each within the meaning of Section 3-31-1(F) NMSA 1978.

Section 4. **Authorization of the Project; Financing Transaction Condition.** The Project is hereby authorized at a total cost not to exceed the Contract Price, excluding any such cost defrayed or to be defrayed by any source other than proceeds of the Financing Transaction allocable to the Contract Price; provided, that the Project and execution and delivery of the Agreement shall be subject to the authorization and closing of the Financing Transaction.

Section 5. **Execution and Delivery of Agreement.** The Mayor or, in the absence of the Mayor, the Mayor pro tempore, is authorized to execute and delivery the Agreement, which shall be attested by the City Clerk or an assistant City Clerk, in substantially the form presented to

the Governing Body in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor and bond counsel, determines are necessary or convenient to implement the Project, and the execution and delivery of the Agreement by the Mayor, or in the absence of the Mayor, the Mayor pro tempore, shall be conclusive evidence of the City's approval thereof, as may be modified or revised.

Section 6. Establishment and Administration of Pledged Revenue Fund; Assignment as Security for Financing Transaction. A special revenue fund is hereby established, to be identified as the "City of Santa Fe/Dalkia Project Revenue Fund (the "Pledged Revenue Fund"). In the first month following substantial completion of the installation of streetlight upgrades as described in Appendix 2A to Schedule 2 of the Agreement, the City shall deposit Pledged Revenues to the Pledged Revenue Fund. The assignment of the Pledged Revenues as security for the payment of debt service in connection with the Financing Transaction is hereby authorized, with such details as shall be provided in the Financing Transaction documentation authorized by the Governing Body.

Section 7. Period of Project's Usefulness. It is hereby determined and recited that the average useful life of the Project is not less than 15 years.

Section 8. Authorization to Execute Related Documents and Delegated Authority.

A. Approval of Documents; Ratification. The form, terms, and provisions of the Related Documents are in all respects approved, authorized, and confirmed, with such changes therein not inconsistent with this Ordinance as the Authorized Officers of the City deem necessary or desirable.

B. Delegated Authority and Execution of Documents. The officers, agents, and employees of the City are authorized, empowered and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions

of this Ordinance, the Related Documents, and any other documents as may be necessary or appropriate to carry out and comply with the provisions of this Ordinance.

Section 9. Severability. If any Section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. Repealer Clause. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 11. Effective Date, General Summary for Publication. Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on February 24, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com.

The title of the ordinance is:

AN ORDINANCE

APPROVING A GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC (THE "AGREEMENT") FOR THE INSTALLATION OF STREETLIGHT UPGRADES, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE AGREEMENT; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE TRANSACTION FOR THE FINANCING OF THE AGREEMENT, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE AGREEMENT; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.

A general summary of the subject matter contained in such ordinance is set forth in the title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on February 24, 2021.

CITY OF SANTA FE

(SEAL)

KRISTINE MIHELCIC, CITY CLERK

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this 24th day of February, 2021.

GOVERNING BODY OF THE CITY OF SANTA FE

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By: Peter Franklin (Feb 28, 2021 19:59 MST)

PETER FRANKLIN

After discussion, Councilor Lindell moved for approval, with Councilor Romero-Wirth seconding the motion. Bill No. 2021-2 passed upon the following roll call vote:

Those voting AYE:

Mayor: Alan Webber

Councilor: Roman Abeyta

Councilor: Jamie Cassutt-Sanchez

Councilor: Michael J. Garcia

Councilor: Signe I. Lindell

Councilor: Chris Rivera

Councilor: Carol Romero-Wirth

Councilor: JoAnne Vigil Coppler

Councilor: Renee Villarreal

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-2 the motion was carried and Ordinance No. 2021-3 was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

Bill No. 2021-2

Legislation/2021/Ordinances/2021-3 Dalkia Energy Solutions GPC

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2021-2
Dalkia Energy Solutions GPC

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2021-2:

1. On page 4, line 18 and ***insert*** the following new paragraph:

"**WHEREAS,** the City recognizes the need to regulate street lighting in order to preserve our dark skies, reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security and ensure aesthetically appropriate street lighting in keeping with the character of Santa Fe ; and"

Respectfully submitted,

Michael J. Garcia, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

ADOPTED: X
NOT ADOPTED: _____
DATE: 2/24/21

Kristine Mihelcic, City Clerk

10275.2(A)

AN ABSTRACT OF PROCEEDINGS

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the 24th day of February, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

PRESENT:	Mayor:	Alan Webber
	Councilor:	Roman Abeyta
	Councilor:	Jamie Cassutt-Sanchez
	Councilor:	Michael J. Garcia
	Councilor:	Signe I. Lindell
	Councilor:	Chris Rivera
	Councilor:	Carol Romero-Wirth
	Councilor:	JoAnne Vigil Coppler
	Councilor:	Renee Villarreal
ABSENT:		

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-3

ADOPTION OF ORDINANCE NO. 2021-4

Approval of Investment Grade Audit and Professional Services Contract for Energy Performance Contracting with Yearout Energy Services Company, LLC (Guaranteed Energy Savings Agreement)

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2021-4

AN ORDINANCE

ACCEPTING THE INVESTMENT-GRADE AUDIT REPORT AND APPROVING THE ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN THE CITY OF SANTA FE AND YEAROUT ENERGY SERVICES COMPANY, LLC, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE EPC; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE EPC FINANCING TRANSACTION, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE EPC; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Santa Fe, New Mexico (the "City") is a legally created, established, organized and existing incorporated charter municipality with home-rule powers under the constitution and laws of the State of New Mexico; and

WHEREAS, pursuant to Statewide Price Agreement 90-000-18-00017AH, the City entered into Professional Services Agreement No. 19-0641 ("PSA 19-0641") with Yearout Energy Services Company, LLC, a New Mexico limited liability Company (the "Contractor"), effective as of August 2, 2019 for the purpose of obtaining an investment grade audit of energy and water usage

for various buildings and facilities owned and operated by the City, and to determine the feasibility of entering into a guaranteed utility savings contract for the purpose of installing and implementing energy efficiency and water conserving measures at the City's facilities; and

WHEREAS, pursuant to PSA 19-0641, if energy and water conserving measures are determined to be feasible, and if the amount of savings to be realized through the implementation of such measures is determined to be sufficient to cover all such costs, as determined by the City, associated with an Energy Savings Performance Contracting project, the City and the Contractor intend to negotiate a Guaranteed Utility Savings Contract under which the Contractor will design, procure, install, implement, maintain and monitor such energy and water conserving measures; provided, that the City, by entering into PSA 19-0641, was not committed to entering into a Guaranteed Utility Savings Contract; and

WHEREAS, the Contractor has provided the Investment Grade Audit Report dated August 21, 2020 (the "IGA"), a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and pursuant to which the Contractor recommended the implementation of energy savings measures (including both electricity and natural gas) and water conservation measures throughout City-owned facilities to achieve a 16.8 percent reduction in the City's annual utility costs over the useful life of the energy and water conserving measures, at a total contract price of $15,442,785 (the "Energy and Water Conservation Project" or "Project"); and

WHEREAS, the Contractor has proposed that the City and the Contractor enter into a Professional Services Agreement for Energy Performance Contracting (the "EPC"), a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and pursuant to which the Contractor will complete the Energy and Water Conservation Project at a total cost not to exceed $15,442,785, and will guarantee utility cost savings at a level sufficient to pay the total cost of the Energy and Water Conservation Project; and

WHEREAS, the Energy and Water Conservation Project consists of the following energy savings and water conservation measures:

1. Upgrading approximately 9,000 existing lighting fixtures to LED technology;
2. Install 2.750MW DC renewable energy systems which are sized for a target offset of 80% of post-retrofit On-Peak consumption at select City facilities and a 60% of post-retrofit On-Peak consumption at select Water Utilities and Buckman Direct Diversion (BDD) sites;
3. Repair of underperforming existing solar PV carports at Genoveva Chavez Community Center to recover lost production and available Renewable Energy Credit ("REC") payments;
4. Upgrade approximately 760 existing domestic water fixtures to reduce water consumption;
5. Remediate approximately 200 square feet of existing air leakage in building envelope;
6. Install 28 new high efficiency transformers;
7. Identify and correct billing errors to reduce utility costs;
8. Replace the roof at the Canyon Road Water Treatment Plant in order reduce energy and operational costs and support the installation of rooftop solar PV; and

WHEREAS, pursuant to the Public Facility Energy Efficiency and Water Conservation Act, Sections 6-23-1 through -10 NMSA 1978 (the "Act"), and specifically Section 6-23-5(B)(1) NMSA 1978, the City Council has been advised that the EPC satisfies the requirements of the Public Facility Energy Efficiency and Water Conservation Act (the "Act"); and

WHEREAS, pursuant to Section 6-23-5(B)(2) NMSA 1978, the Energy, Minerals and Natural Resources Department of the State ("EMNRD") certified to the City by letter dated September 12, 2020 that the Contractor meets the experience requirements established by EMNRD

and is a qualified provider of energy efficiency measures, and that the energy savings measures proposed in the IGA appear to have been accurately estimated and are reasonable; and

WHEREAS, pursuant to Section 6-23-5(B) (3) NMSA 1978, the Office of the State Engineer ("OSE") certified to the City by letter dated August 28, 2020 that the Contractor meets the experience requirements established by OSE and is a qualified provider of water conservation measures, and that the water conservation measures proposed in the IGA appear to have been accurately estimated and are reasonable; and

WHEREAS, the City intends to finance the costs of the Energy and Water Conservation Project through a separate financing arrangement with a third-party financial institution (the "Financing Transaction") which will be paid from pledged guaranteed utility cost savings as authorized pursuant to the Act, and pursuant to which the pledged guaranteed utility cost savings (the "Pledged Revenues") constitute a special fund; and

WHEREAS, the City Council intends to approve the EPC and authorize its execution, delivery, and assignment of the Pledged Revenues, subject to the terms and provisions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. **Definitions.** The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including Sections 6-23-1 through 6-23-10 NMSA 1978, as amended, and enactments of the Governing Body relating to the EPC and the Financing Transaction, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City

Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal income taxation.

"City," "Municipal," or "Municipality" means the Municipal Corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings and water conservation equipment and improvements of which the Energy and Water Conservation Project is comprised.

"Conservation-Related Cost Savings" means cost savings, other than Utility Cost Savings, in the operating budget of the City that are the direct result of the Conservation Measures.

"Contract Price" means $15,442,785, the maximum amount payable pursuant to the EPC.

"Contractor" means Yearout Energy Services Company, LLC, a New Mexico limited liability company.

"Costs of Issuance" means all costs relating to the execution and delivery of the EPC [and the Financing Transaction], including, without limitation, costs of advertising and publication, costs of fees and expenses of the financial advisor, Bond Counsel, the Paying Agent, and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the EPC [and the Financing Transaction].

"Energy and Water Conservation Project" or "Project" means the implementation of energy savings (including both electricity and natural gas) and water conservation measures throughout City-owned facilities, including the following energy savings and water conservation measures:

1. Upgrading of approximately 9,000 existing lighting fixtures to LED technology;

2. Installation of 2.750MW DC renewable energy systems which are sized for a target offset of 80% of post-retrofit On-Peak consumption at select City facilities and a 60% of post-retrofit On-Peak consumption at select Water Utilities and Buckman Direct Diversion (BDD) sites;

3. Repair of underperforming existing solar PV carports at Genoveva Chavez Community Center to recover lost production and available Renewable Energy Credit ("REC") payments;

4. Upgrading of approximately 760 existing domestic water fixtures to reduce water consumption;

5. Remediation of approximately 200 square feet of existing air leakage in building envelope;

6. Installation of 28 new high efficiency transformers;

7. Identification and correction of billing errors to reduce utility costs;

8. Replacement of the roof at the Canyon Road Water Treatment Plant in order reduce energy and operational costs and support the installation of rooftop solar PV; and paying the Costs of Issuance allocable to the Energy and Water Conservation Project.

"EMNRD" means the Energy, Minerals and Natural Resources Department of the State.

"Energy Performance Contract" or "EPC" means the guaranteed utility savings contract by and between the City and the Contractor, the form of which has been presented to the Governing Body in connection with its consideration of this Ordinance.

"Financing Transaction" means the transaction to be entered into by and between the City and the Lender, proceeds of which shall be applied to pay the Contract Price; the principal of, interest on and other payments due in connection with the Financing Transaction shall be payable solely from Pledged Revenues, which may be in the form of a lease-purchase agreement, a loan

agreement or other form of debt obligation.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"IGA" means the Investment Grade Audit Report provided by the Contractor to the City dated August 21, 2020 proposing the energy efficiency and water conservation measures which comprise the Energy and Water Conservation Project.

"Lender" means the bank or other financial institution serving as the lender in connection with the Financing Transaction; if applicable, the Lender may be the lessor if the Financing Transaction is a lease-purchase transaction.

"OSE" means the Office of the State Engineer.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Placement Agent" means D.A. Davidson & Co., Kansas City, Missouri.

"Placement Agent Agreement" means the professional services agreement by and between the City and the Placement Agent for the placement of the Financing Transaction with the Lender.

"Pledged Revenues" means amounts generated by Utility Cost Savings pursuant to the EPC, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 6 of this Ordinance.

"Pledged Revenue Fund" means the fund created pursuant to Section 6 of this Ordinance.

"Related Documents" means, as applicable, the lease-purchase agreement, loan agreement, promissory note, escrow agreement, account control agreement and any other document or agreement containing an obligation of the City as may be required by the Lender or otherwise in connection with the EPC pursuant to the Financing Transaction.

"Utility Cost Savings" means the amounts saved by the City in the purchase of electricity or water that are a direct result of the Conservation Measures.

Section 2. Acceptance of IGA; Ratification of Prior Action.

1. The IGA is hereby accepted and approved.

2. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of the City directed toward the Energy and Water Conservation Project, the IGA, the EPC and the Financing Transaction, including, without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing the execution and delivery of the EPC, and the engagement of D.A. Davidson as Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

Section 3. **Findings.** The Governing Body makes the following findings and determinations:

1. Pursuant to Section 6-23-3 of the Act, the amount that the City would spend on the energy and water conservation measures proposed in the IGA is not likely to exceed the cumulative amount of Utility Cost Savings and Conservation-Related Cost Savings of all energy and water conservation measures proposed in the IGA over the twenty-five year term of the EPC from the date of installation of the measures recommended in the IGA if those recommendations are followed, including the financing of those costs pursuant to the Financing Transaction, and excluding the cost of normal repair and replacement of components of the energy and water conservation measures after the Conservation Measures are installed; and

2. The Contractor is a qualified provider who can provide a written guarantee that the Utility Cost Savings and Conservation-Related Cost Savings will meet or exceed the costs of the Conservation Measures.

3. Pursuant to Section 6-23-3(B) of the Act, the EPC includes a written guaranty by the Contractor that the annual Utility Cost Savings and Conservation-Related Cost Savings will meet or exceed the cost of the Conservation Measures; and

4. The Contractor will maintain a direct financial relationship with the City,

irrespective of the source of financing for the Conservation Measures.

5. Pursuant to Section 6-23-5(B) of the Act, The EPC complies with requirements of the Act;

6. EMNRD has certified that the Contractor is a qualified provider which meets the experience requirements established by EMNRD, and that the guaranteed energy saving from the Conservation Measures appear to be accurately estimated and are reasonable; and

7. OSE has certified that the Contractor is a qualified provider which meets the experience requirements established by OSE, and that the guaranteed water saving from the Conservation Measures appear to be accurately estimated and are reasonable;

complies with the requirements of the Act.

Section 4. Authorization of the Energy and Water Conservation Project; Financing Transaction Condition. The Energy and Water Conservation Project is hereby authorized at a total cost not to exceed the Contract Price, excluding any such cost defrayed or to be defrayed by any source other than proceeds of the Financing Transaction allocable to the Contract Price; provided, that the Energy and Water Conservation Project and execution and delivery of the EPC shall be subject to the authorization and closing of the Financing Transaction.

Section 5. Execution and Delivery of EPC. The Mayor or, in the absence of the Mayor, the Mayor *pro tem*, is authorized to execute and delivery the EPC, which shall be attested by the City Clerk or a deputy City Clerk, in substantially the form presented to the Governing Body in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor and Bond Counsel, determines are necessary or convenient to implement the Energy and Water Conservation Project, and the execution and delivery of the EPC by the Mayor, or in the absence of the Mayor, the Mayor *pro tem*, shall be conclusive evidence of the City's approval thereof, as may be modified or revised.

Section 6. Establishment and Administration of Pledged Revenue Fund;

Assignment as Security for Financing Transaction. A special revenue fund is hereby established, to be identified as the "City of Santa Fe/Yearout EPC Pledged Energy and Water Conservation Savings Revenue Fund (the "Pledged Revenue Fund"). In the first month following Substantial Completion, as defined in Section 1(m) of the EPC, the City shall deposit Pledged Revenues to the Pledged Revenue Fund. The assignment of the Pledged Revenues as security for the payment of debt service in connection with the Financing Transaction is hereby authorized, with such details as shall be provided in the Financing Transaction documentation authorized by the Governing Body.

Section 7. Period of Energy and Water Conservation Project's Usefulness. It is hereby determined and recited that the average useful life of the Energy and Water Conservation Project is 31 years, as indicated in the IGA.

Section 8. Authorization to Execute Related Documents and Delegated Authority.

1. Approval of Documents; Ratification. The form, terms and provisions of the Related Documents are in all respects approved, authorized and confirmed, with such changes therein not inconsistent with this Ordinance as the Authorized Officers of the City deem necessary or desirable.

2. Delegated Authority and Execution of Documents. The officers, agents and employees of the City are authorized, empowered and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, the Related Documents and any other documents as may be necessary or appropriate to carry out and comply with the provisions of this Ordinance.

Section 9. Severability. If any Section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this

Ordinance.

Section 10. Repealer Clause. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 11. Effective Date, General Summary for Publication. Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on February 24, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com. The title of the ordinance is:

AN ORDINANCE

ACCEPTING THE INVESTMENT-GRADE AUDIT REPORT AND APPROVING THE ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN THE CITY OF SANTA FE AND YEAROUT ENERGY SERVICES COMPANY,

LLC, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE EPC; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE EPC FINANCING TRANSACTION, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE EPC; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.

A general summary of the subject matter contained in such ordinance is set forth in the title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on February 24, 2021.

CITY OF SANTA FE

(SEAL)

KRISTINE MIHELCIC, CITY CLERK

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this 24th day of February, 2021.

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By Peter Franklin (Feb 26, 2021 16:09 MST)

PETER FRANKLIN

After discussion, Councilor Rivera moved for approval, with Councilor Villarreal seconding the motion. Bill No. 2021-3 passed upon the following roll call vote:

Those voting AYE:

Mayor:	Alan Webber
Councilor:	Roman Abeyta
Councilor:	Jamie Cassutt-Sanchez
Councilor:	Michael J. Garcia
Councilor:	Signe I. Lindell
Councilor:	Chris Rivera
Councilor:	Carol Romero-Wirth
Councilor:	JoAnne Vigil Coppler
Councilor:	Renee Villarreal

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-3 the motion was carried and Ordinance No. 2021-4 was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)



ALAN WEBBER, MAYOR

ATTEST:



KRISTINE MIHELCIC, CITY CLERK

AN ABSTRACT OF PROCEEDINGS

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the 24th day of February, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

PRESENT:	Mayor:	Alan Webber
	Councilor:	Roman Abeyta
	Councilor:	Jamie Cassutt-Sanchez
	Councilor:	Michael J. Garcia
	Councilor:	Signe I. Lindell
	Councilor:	Chris Rivera
	Councilor:	Carol Romero-Wirth
	Councilor:	JoAnne Vigil Coppler
	Councilor:	Renee Villarreal
ABSENT:		

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-4

ADOPTION OF ORDINANCE NO. 2021-5

Approval of Lease Purchase Agreement with Sterling National Bank, as Lessor

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2021-5

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "CITY") AND STERLING NATIONAL BANK (THE "LESSOR"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY AN AMOUNT OF UP TO $20,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, INSTALLING, AND EQUIPPING ENERGY EFFICIENCY MEASURES THROUGHOUT THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE AMOUNTS DUE UNDER THE LEASE-PURCHASE AGREEMENT SOLELY FROM THE UTILITY COST AND WATER CONSERVATION SAVINGS AND PAYMENTS RECEIVED BY THE CITY PURSUANT TO (1) THE ENERGY PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND YEAROUT ENERGY SERVICES COMPANY, LLC, AND (2) THE GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC; PROVIDING THAT CERTAIN TERMS OF THE LEASE-PURCHASE AGREEMENT WILL BE ESTABLISHED IN A PRICING CERTIFICATE TO BE EXECUTED AND DELIVERED AS AUTHORIZED PURSUANT TO SECTION 6-14-10.2 NMSA 1978; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LEASE-PURCHASE AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Santa Fe, New Mexico (the "City") is a legally created, established, organized and existing incorporated charter municipality with home-rule powers under the constitution and laws of the State of New Mexico; and

WHEREAS, the City has authorized the execution and delivery of (1) an Energy Savings Performance Contract with Yearout Energy Services Company, LLC, a New Mexico limited liability company (the "Yearout Agreement") for the installation, implementation, monitoring and maintenance of energy savings measures and water conservation measures throughout City owned facilities (the "Yearout Project Component"); and (2) a Global Management Performance Contract by and between the City and Dalkia Energy Solutions, LLC, a Massachusetts limited liability company ("the Dalkia Agreement") for the installation, implementation and maintenance of street light LED upgrades to street light improvements owned and operated by the City (the "Dalkia Project Component"); and

WHEREAS, the execution and delivery of the Yearout Agreement and the Dalkia Agreement (collectively, the "Energy Savings Agreements") is subject to the condition that a financing transaction be authorized and completed to finance the aggregate contract prices of the Energy Savings Agreements and the Costs of Issuance; and

WHEREAS, the Governing Body has determined and hereby determines that the Yearout Project Component and the Dalkia Project Component (each a "Project Component" and collectively, the "Energy Savings Project") may be financed by and completed by entering into the Lease-Purchase Agreement, a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and that it is in the best interest of the City and its residents that the Lease-Purchase Agreement be executed and delivered, and that the financing occur by executing and delivering the Lease-Purchase Agreement; and

WHEREAS, the energy cost savings and water conservation-related cost savings derived from each Project Component exceed the cost of implementing that Project Component, and collectively, the aggregate cost of the Energy Savings Project, and constitute the net revenues of the Energy Savings Project; and

WHEREAS, the Energy Savings Project is a "revenue producing project" within the meaning of the Act; and

WHEREAS, the City may pledge the energy cost savings and water conservation-related cost savings derived from the Energy Savings Project (the "Pledged Revenues"), which constitute a special fund; and

WHEREAS, the City may lawfully pledge the Pledged Revenues for the payment of amounts due pursuant to the Lease-Purchase Agreement; and

WHEREAS, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Lease-Purchase Agreement shall be a special, limited obligation of the City, payable solely from the Pledged Revenues and shall not constitute a general obligation of the City, or a debt or pledge of the full faith and credit of the City or the State; and

WHEREAS, the Lease-Purchase Agreement shall be executed and delivered pursuant to the Act, with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Lease-Purchase Agreement for the purposes set forth therein; and

WHEREAS, the Governing Body expects to receive an offer from the Lessor to enter into the Lease-Purchase Agreement, as approved pursuant to the terms of the Pricing Certificate; and

WHEREAS, the Governing Body hereby determines that the Energy Savings Project to be financed with the Lease-Purchase Agreement is to be used for governmental purposes of the

City and will not be used for purposes which would cause the Lease-Purchase Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Lessor (or its assigns) for the payment of amounts due under the Lease-Purchase Agreement, (ii) the financing of the Energy Savings Project pursuant to the Lease-Purchase Agreement and the Energy Savings Agreements, and (iii) the authorization, execution and delivery of the Lease-Purchase Agreement, the Energy Savings Agreements, and the Escrow Agreement (if determined in the Pricing Certificate to be necessary), which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. **Definitions.** The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including the home-rule charter of the City, Sections 3-1-2 and 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to the Lease-Purchase Agreement, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal

income taxation.

"City," "Municipal," or "Municipality" means the municipal corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Closing Date" means the date of execution, delivery and funding of the Lease-Purchase Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings equipment and improvements of which the Energy Savings Project is comprised.

"Costs of Issuance" means all costs relating to the execution and delivery of the of the Lease-Purchase Agreement and the Energy Savings Agreements, including, without limitation, costs of advertising and publication, costs of fees and expenses of the City's municipal advisor, Bond Counsel, the Paying Agent, and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the Lease-Purchase Agreement and the Energy Savings Agreements.

"Dalkia Agreement" means the Global Management Performance Contract by and between the City and Dalkia Energy Solutions, a Massachusetts limited liability company, for implementation of the Dalkia Project Component.

"Dalkia Project Component" means the installation, implementation, monitoring, and maintenance of upgrades to street light improvements leased to, and operated by, the City by Public Service Company of New Mexico.

"Energy Savings Agreements" means, collectively, the Yearout Agreement and the Dalkia Agreement.

"Energy Savings Project" means, collectively, the Yearout Project Component and the Dalkia Project Component.

"Escrow Agreement" means, if required by the Lessor, the escrow agreement relating to the Energy Savings Project among the City, the Lessor and the Escrow Agent, into which the proceeds received by the City pursuant to the Lease-Purchase Agreement shall be deposited for payment of Energy Savings Project costs.

"Escrow Fund" means, if required by the Lessor, the "City of Santa Fe, New Mexico 2021 Lease-Purchase Agreement Escrow Fund" created by Section 8 hereof.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to the entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which such word is used.

"Lease-Purchase Agreement" means the Lease-Purchase Agreement dated the Closing Date between the Lessor and the City which provides for the financing of the Energy Savings Project and requires payments by or on behalf of the City to the Lessor, and any amendments or supplements thereto, and including the exhibits attached to the Lease-Purchase Agreement.

"Lease-Purchase Transaction" means the financing of the Energy Savings Project through the execution and delivery of the Lease-Purchase Agreement and the Related Documents.

"Lessor" means Sterling National Bank in connection with the Lease-Purchase Agreement.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Placement Agent" means D.A. Davidson & Co., Kansas City, Missouri.

"Placement Agent Agreement" means the professional services agreement by and between the City and the Placement Agent for the placement of the Financing Transaction with the Lessor.

"Pledged Energy Cost Savings Revenues" or "Pledged Revenues" means amounts

generated by Utility Cost Savings pursuant to the Energy Savings Agreements, which constitute net revenues of the Energy Savings Project, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 8 of this Ordinance.

"Pledged Energy Cost Savings Revenue Fund" or "Pledged Revenue Fund" means the fund created pursuant to Section 8 of this Ordinance.

"Pricing Certificate" means the certificate executed and delivered by the any of the Mayor, City Manager or Finance Director of the City subsequent to the date of this Ordinance which shall specify the exact principal amount of the Lease-Purchase Agreement, the rental payment dates, the amounts payable on each rental payment date, the interest rate, and the prepayment features applicable to the Lease-Purchase Agreement and which shall approve the final forms of the Lease-Purchase Agreement, the Escrow Agreement (if applicable), Energy Savings Agreements, and other documents and which may contain such other terms and provisions as set forth in the Pricing Certificate; provided that in no event shall the Pricing Certificate specify a principal amount of the Lease-Purchase Agreement in excess of $20,000,000 or a net effective interest rate on the Lease-Purchase Agreement in excess of the statutory maximum of twelve percent (12%) per annum.

"Project Component" or "Project Components" means, as the context requires, each or all of the Yearout Project Component and the Dalkia Project Component.

"Related Documents" means, as applicable, the Escrow Agreement, account control agreement, closing documents, including, without limitation, a tax compliance certificate, and any other document or agreement containing a representation, certification or obligation of the City as may be required by the Lessor or otherwise in connection with the Lease-Purchase Agreement pursuant to the Lease-Purchase Financing.

"Rental Payment Fund" means the "City of Santa Fe, New Mexico 2021 Lease-Purchase Agreement Rental Payment Fund" created by Section 8 hereof.

"State" means the State of New Mexico.

"Utility Cost Savings" means the amounts saved by the City in the purchase of electricity or water that are a direct result of the Conservation Measures.

"Yearout Agreement" means the Energy Savings Performance Contract with Yearout Energy Services Company, LLC for implementation of the Yearout Project Component.

"Yearout Project Component" means the installation, implementation, monitoring and maintenance of energy savings measures and water conservation measures throughout City owned facilities.

Section 2. Ratification of Prior Action. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of the City directed toward the Energy Savings Agreements, the Energy Savings Project, the Lease-Purchase Agreement, including, without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing the execution and delivery of the Lease-Purchase Agreement, and the engagement of D.A Davidson as Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

Section 3. Authorization of the Lease-Purchase Transaction. The Energy Savings Project and the financing of the Energy Savings Project through the Lease-Purchase Transaction are hereby approved, the final terms of which shall be as provided in the Pricing Certificate. The Lease-Purchase Agreement, in substantially the form presented to the Governing Body in connection with this Ordinance, is hereby approved. The Mayor, or in the Mayor's absence, the Mayor *Pro Tem*, is hereby authorized to execute and deliver the Lease-Purchase Agreement, as modified by the Pricing Certificate. The Lease-Purchase Agreement shall be attested by the City Clerk or Deputy Clerk.

Section 4. Findings; Parameters for Lease-Purchase Transaction. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the

following findings:

A. The Energy Savings Project is needed to meet the needs of the City and its residents and the execution and delivery of the Lease-Purchase Agreement and the Escrow Agreement (if determined to be required for the Lease-Purchase Transaction as set forth in the Pricing Certificate) is necessary and advisable.

B. Moneys available and on hand for the Energy Savings Project from all sources other than the Lease-Purchase Agreement are not sufficient to defray the cost of the Energy Savings Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Lease-Purchase Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Energy Savings Project by the execution and delivery of the Lease-Purchase Agreement.

E. The Energy Savings Project and the execution and delivery of the Lease-Purchase Agreement pursuant to the Act to provide funds for the financing of the Energy Savings Project are necessary and in the interest of the public health, safety, and welfare of the residents of the City and will result in energy and water conservation savings and other economies for the City.

F. The Energy Savings Project is a revenue-producing project within the meaning of the Act. Implementation of the Energy Savings Project pursuant to the Energy Savings Agreements will generate utility cost savings equal to or greater than the costs of the Energy Savings Project, including the financing of those costs pursuant to the Lease-Purchase Transaction, and constitute net revenues of the Energy Savings Project within the meaning of the Act. The Conservation Measures are reasonably related to and constitute a substantial part of the Energy Savings Project.

G. The average economic life of the Project Components comprising the Energy Savings Project will be at least 20 years.

H. The Lease-Purchase Agreement shall be within the following parameters:

(i) the net effective interest rate on the Lease-Purchase Agreement shall not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

(ii) The maximum term of the Lease-Purchase Agreement shall not exceed 25 years.

(iii) The maximum principal amount of the Lease-Purchase Agreement shall not exceed $20,000,000.

Section 5. Authorization of the Lease-Purchase Transaction.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths (3/4) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the City and completing the Energy Savings Project, it is hereby declared necessary that the City, pursuant to the Act, execute and deliver the Lease-Purchase Agreement, evidencing a special, limited obligation of the City to pay an amount of up to $20,000,000, plus interest, and the execution and delivery of the Lease-Purchase Agreement is hereby authorized. The City shall use the proceeds of the Lease-Purchase Agreement to finance the Energy Savings Project and pay Costs of Issuance.

B. Detail. The Lease-Purchase Agreement shall be in form consistent with this Ordinance, as supplemented by the Pricing Certificate. The Lease-Purchase Agreement shall be in an aggregate principal amount of up to $20,000,000, shall be payable in installments or rent and interest due on the dates set forth in the Pricing Certificate.

Section 6. Approval of the Lease-Purchase Agreement; Execution and Delivery. The Mayor or, in the absence of the Mayor, the Mayor *pro tem*, is authorized to execute and delivery the Lease-Purchase Agreement, which shall be attested by the City Clerk or a deputy City Clerk,

in substantially the form presented to the Governing Body in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor and Bond Counsel, determines are necessary or convenient to implement the Energy Savings Project, and the execution and delivery of the Lease-Purchase Agreement by the Mayor, or in the absence of the Mayor, the Mayor *pro tem*, shall be conclusive evidence of the City's approval thereof, as may be modified or revised.

Section 7. **Special Limited Obligations.** The Lease-Purchase Agreement and the Energy Savings Agreements shall be secured by the pledge of the Pledged Energy Cost Savings Revenues as set forth in the Lease-Purchase Agreement and the Energy Savings Agreements, respectively, and shall be payable solely from the Pledged Energy Cost Savings Revenues. The Lease-Purchase Agreement, together with interest thereon and other obligations of the City thereunder, and the Energy Savings Agreements, shall be special, limited obligations of the City, payable solely from the Pledged Energy Cost Savings Revenues as provided in this Ordinance, the Lease-Purchase Agreement and the Energy Savings Agreements and shall not constitute a general obligation of the City or the State, and the holders of the Lease-Purchase Agreement or the Energy Savings Agreements may not look to any general or other fund of the City for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Lease-Purchase Agreement, the Energy Savings Agreements, or any other instruments, shall be construed as obligating the City (except with respect to the application of the Pledged Energy Cost Savings Revenues), as incurring a pecuniary liability or a charge upon the general credit of the City or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Lease-Purchase Agreement, the Energy Savings Agreements or any other instrument impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power. The Lease-Purchase Agreement and the Energy Savings Agreements shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or

give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. Nothing herein shall prevent the City from applying other funds of the City legally available therefor to payments required by the Lease-Purchase Agreement or the Energy Savings Agreements, in its sole and absolute discretion.

Section 8. Creation of Funds and Accounts; Disposition of Proceeds; Completion of the Energy Savings Project.

A. Rental Payment Fund, Escrow Fund and Pledged Revenue Fund. The City hereby consents to creation of: (i) the special fund known as the Rental Payment Fund to be held and maintained by the City, (ii) if applicable, the Escrow Fund to be held and maintained by the Escrow Agent pursuant to the Escrow Agreement and (iii) the Pledged Revenue Fund to be held and maintained by the City, each in connection with the Lease-Purchase Agreement.

B. Disposition of Proceeds of Lease-Purchase Agreement. The proceeds derived from the execution and delivery of the Lease-Purchase Agreement shall be deposited promptly upon the receipt thereof in the Escrow Fund, as provided in the Escrow Agreement.

C. Completion of Energy Savings Project. The City will cause the installation of the Project Components with all due diligence, and in any event within three years after the date of execution and delivery of the Lease-Purchase Agreement.

Section 9. Deposit of Pledged Energy Cost Savings Revenues and Flow of Funds.

A. Pledged Revenue Fund. So long as payments are due under the Lease-Purchase Agreement, the City shall credit all Pledged Energy Cost Savings Revenues to the Pledged Revenue Fund. As a first charge on the Revenue Fund, amounts due under the Lease-Purchase Agreement shall be withdrawn from the Pledged Revenue Fund and shall be credited to the Rental Payment Fund on the dates and in the amounts set forth in the Lease-Purchase Agreement.

B. Credit. In making the deposits required to be made into the Rental Payment Fund, if there are any amounts then on deposit in the rental Payment Fund available for

the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to paragraph (A) above shall be reduced by the amount available in such fund for such purpose.

C. Transfer of Money out of Rental Payment Fund. Each payment due on the Lease-Purchase Agreement shall be transferred from the Rental Payment Fund to the Lessor on the due date of such payment.

D. Termination Upon Deposits to Maturity. No payment shall be made into the Rental Payment Fund if the moneys in such fund totals a sum at least equal to the entire aggregate amount due on the Lease-Purchase Agreement, in which case moneys in said fund in an amount at least equal to such payment requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in said funds and any other moneys derived from the Pledged Energy Cost Savings Revenues may be used in any lawful manner determined by the City.

E. Defraying Delinquencies in the Rental Payment Fund. If, on any payment date, the amount on deposit in the Rental Payment Fund is insufficient to make the payments due on the Lease-Purchase Agreement, then an amount shall be paid into the Rental Payment Fund from the first Pledged Energy Cost Savings Revenues thereafter received that are not required to be deposited in the Rental Payment Fund as set forth in Paragraph C of this Section.

F. Payment from Other Sources. Notwithstanding any other provisions of this Ordinance, the City may, in its sole discretion, choose to apply other legally available funds to the payment of the Lease-Purchase Agreement.

G. Surplus Revenues. After making all the payments hereinabove required to be made by this Section, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the City may from time to time determine.

Section 10. Lien on Pledged Energy Cost Savings Revenues. Pursuant to this Ordinance and the Lease-Purchase Agreement, the Pledged Energy Cost Savings Revenues are

hereby authorized to be pledged to, and are hereby pledged, and the City grants a security interest therein for, the payment of the rent, interest, and any other amounts due under the Lease-Purchase Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Lease-Purchase Agreement constitutes an irrevocable and first lien on the Pledged Energy Cost Savings Revenues.

Section 11. **Authorized Officers.** Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Lease-Purchase Agreement and the Related Documents, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Lease-Purchase Agreement and the Related Documents for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Lease-Purchase Agreement and the Related Documents, the execution and delivery of closing documents in connection with the execution and delivery of the Lease-Purchase Agreement, the Escrow Agreement (if applicable), and the publication of the summary of this Ordinance set out in Section 18 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. **Amendment of Ordinance.** Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. Following the Closing Date, this Ordinance may be amended by ordinance of Governing Body without receipt by the City of any additional consideration, but only with the prior written consent of the Lessor.

Section 13. **Ordinance Irrepealable.** After the Lease-Purchase Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due

under the Lease-Purchase Agreement shall be fully paid, canceled and discharged, as provided therein.

Section 14. **Severability Clause.** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. **Repealer Clause.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. **Effective Date, General Summary for Publication.** Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on February 24, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City

Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com. The title of the ordinance is:

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "CITY") AND STERLING NATIONAL BANK (THE "LESSOR"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY AN AMOUNT OF UP TO $20,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, INSTALLING, AND EQUIPPING ENERGY EFFICIENCY MEASURES THROUGHOUT THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE AMOUNTS DUE UNDER THE LEASE-PURCHASE AGREEMENT SOLELY FROM THE UTILITY COST AND WATER CONSERVATION SAVINGS AND PAYMENTS RECEIVED BY THE CITY PURSUANT TO (1) THE ENERGY PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND YEAROUT ENERGY SERVICES COMPANY, LLC, AND (2) THE GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC; PROVIDING THAT CERTAIN TERMS OF THE LEASE-PURCHASE AGREEMENT WILL BE ESTABLISHED IN A PRICING CERTIFICATE TO BE EXECUTED AND DELIVERED AS AUTHORIZED PURSUANT TO SECTION 6-14-10.2 NMSA 1978; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LEASE-PURCHASE AGREEMENT.

A general summary of the subject matter contained in such ordinance is set forth in the

title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on February 24, 2021.

CITY OF SANTA FE

(SEAL)

~~Kristine Mihelcic (Mar 3, 2021 10:02~~ MST)

KRISTINE MIHELCIC, CITY CLERK

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this 24th day of February, 2021.

GOVERNING BODY OF THE CITY OF SANTA FE

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

~~Kristine Mihelcic (Mar 3, 2021 10:02~~ MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

Peter Franklin

By: Peter Franklin (Feb 26, 2021 18:00 MST)

PETER FRANKLIN

After discussion, Councilor Lindell moved for approval, with Councilor Romero-Wirth seconding the motion. Bill No. 2021-4 passed upon the following roll call vote:

Those voting AYE:

Mayor: Alan Webber

Councilor: Roman Abeyta

Councilor: Jamie Cassutt-Sanchez

Councilor: Michael J. Garcia

Councilor: Signe I. Lindell

Councilor: Chris Rivera

Councilor: Carol Romero-Wirth

Councilor: Renee Villarreal

Those voting NAY: JoAnne Vigil Coppler

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-4 the motion was carried and Ordinance No. 2021-5 was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Mar 3, 2021 10:02 MST)

KRISTINE MIHELCIC, CITY CLERK

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/28/2021

ISSUE NO. 8l

Request for Approval of Budget Adjustment Request (BAR) to Move Funds for the Solar and Streetlighting Contracts into Budget. (Javier Rosado, Engineering Division Director: jhrosado@santafenm.gov, 955-6631; Caryn Grosse, Facilities Project Administrator: clgrosse@santafenm.gov, 955-5938)

Committee Review:
Public Works & Utilities – 06/28/2021
Governing Body – 06/30/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved to forward to 6/30/2021 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	EXCUSED		

MIDTOWN

Progress Report

Date: 23JUN2021
To: Rich Brown, Director of Community & Economic Development
Governing Body
Cc: Midtown Steering Committee
From: Daniel Hernandez, Proyecto, Redevelopment Project Manager
Subject: **MIDTOWN MOVING FORWARD**

Action Plan Updates *(From Memo to Governing Body, from Rich Brown, Director of Community & Economic Development, dated March 26, 2021)*

1. **Cancel the RFEI Solicitation/ City as Master Developer**

   APRIL RECAP: Current and future Progress Reports will provide updates on the Action Plan identified in the Memo. In addition, the City sponsored website: www.MidtownDistricitSantaFe.com will be updated to serve as a complementary resource for the public to understand the 9 Action Items that the City is undertaking over the next 16-18 months as part of ***Midtown Moving Forward***.

   NOTE: The term "City as Master Developer" is being used to define early planning and development work that the City will undertake. However, to be clear, the City is ONLY undertaking tasks that are called "horizontal development" (land and infrastructure) for the purpose of preparing the site for "vertical development" (the buildings). Vertical developers – parcel developers and potentially future master developers will be procured with a focus on sound capacity and local experience. Horizontal development activities are focused on increasing the value of the land for future development. Preparing the land for development typically includes the following activities: land use zoning; infrastructure planning, financing, and implementation; development planning and phasing; existing building assessments and investment evaluation; and, site preparation.

   As such, the Action Plan outlined in the Memo aligns with these standard horizontal development tasks. The City's approach for the redevelopment of the Midtown Site is to ensure that development occurs incrementally in phases.

2. **Site Rezoning (Development Framework Plan)**

   MAY RECAP: Office of Economic Development is proceeding in the hiring process for a Midtown Site Administrator to manage and implement the zoning and master planning process.

   JUNE: City continues to refine scopes of work and budgets ensuring the technical capacity is in place for undertaking the planning phase, including related due diligence site and building assessments, and the associated public engagement work.

3. **Plan for Infrastructure**
   MAY RECAP: This work will include items such as: clearing grounds, mitigating site conditions, planning phased development of main utility lines (electric, water, sewer, gas, data fiber) and primary road(s). These are the issues that we identified over the last year as needing to be addressed to add value to the site and make ready for overall development.

   JUNE: The infrastructure scopes of work, schedule and budget negotiations are underway, which is a slight delay from completing this process by the end of June. The work is planned for initiation in July, with a significant level of assessment work completed in September to inform development plans.

4. **Reuse Existing Buildings for Community Purposes**

   MAY RECAP: Staff from the Office of Public Works presented at the City Council public meeting on May 10 a summary of an initial assessment and approach to the existing buildings portfolio. Buildings were listed in the following categories. The presentation made to the City Council was updated on May 14 and posted on the City sponsor website: www.MidtownDistrictSantaFe.com .
   - Demolition/ No Reuse Potential (5 buildings = 13% of the buildings)
   - Short Term Use/ Demolition – 1-2 years (3 buildings = 8% of the buildings)
   - Temporary Use/ Further Assessment – 1-5 years (14 buildings = 37% of the buildings)
   - Permanent Rehab & Reuse (16 buildings = 42% of the buildings)
   - TOTAL 38 buildings

   JUNE: The redevelopment and reuse of the existing buildings will be integrated into the planning workshops to be held in July and September.

5. **Prepare Site and Buildings for Reuse and Redevelopment**

   MAY RECAP: City staff with engineering consultant to develop an initial assessment of buildings to determine substandard buildings to be demolished, as well as buildings with interim leases and potential for permanent adaptive reuse

   JUNE: Contracts and scopes of work for assessment, demolition, and remediation are underway so that work can commence in July.

6. **Garson Studies Complex**

   MAY RECAP: City to proceed with a full corps effort to promote and identify highly qualified entity for developing and operating a premiere film and multi-media production complex with a state of the art film school.

   JUNE: The redevelopment and reuse of the existing buildings will be integrated into the planning workshops to be held in July and September.

7. **Identify Parcels for Mixed-Income and Affordable Housing Development**

   MAY RECAP: As part of land use and development framework planning process, the City will identify parcels for affordable housing development.

   JUNE: Parcels for affordable housing will be prioritized for early disposition and development projects.

8. **Access and Establish a Public Financing Mechanism**

   APRIL RECAP. City staff, with the economics team, Strategic Economics, has commenced preliminary research for pursuing structures to support the type of mixed-use, phased development proposed for Midtown, and align that process with the land use planning process. Current research indicates that pursuing a Metropolitan Redevelopment Area that includes Midtown will help facilitate development the Midtown Site, the LINC area, and adjacent areas.

   Pursuant to Memo: Finance team will present findings by July 30.

9. **Public Engagement for Development Planning**

   MAY RECAP: City to proceed with planning efforts pursuant to previous Governing Body Resolution (2018-54) to ensure public engagement in land use and development planning efforts for Midtown. In that Resolution, three planning stages were identified:

MIDTOWN

Progress Report

- *Concept Stage*: completed in August 2018 culminating in the "Planning Guidelines for the Midtown Property" approved by the Governing Body.
- *Planning Stage*: currently underway with the Action Plan items listed in the Memo, which will culminate in an appropriately scaled land development plan and financial model that can be successfully executed".
- *Implementation Stage*: early development projects and development phases will be identified as part of the land use and development planning process.

The Opticos/ Strategic Economics, UNM Design & Planning Assistance Center and the Land Use staff (the Planning Team) are planning for a two part, multi-day the dates for the two **Midtown Public Planning Sessions** have been confirmed:

LISTENING SESSIONS
Tue, July 22 - Thu, July 24
Midtown Site Walks/ Public Open Studio and Presentations
Wed, July 23

WORKSHOP SESSIONS
Thu, Sep 23 - Sat, Sep 25
Governing Body Presentation
Wed, Sep 29

The City established two working groups to develop a detailed schedule of activities, as well as to manage the logistics for the public sessions. The Logistics Team is managing outreach, communications, securing space, etc. Full corps outreach and communications are expected to be released by the end of this week, June 25 and into next week.

In addition, the team has established a graphic schedule that outlines the public engagement process, including the public reviews and hearings. The objective is develop the following key documents for public approvals in 2022 in order for establish the allowable land uses, development plans, and as well as community development policies for an equitable and sustainable development at Midtown. The following documents will be developed over the course of the next several months, which will be informed through the public engagement process:

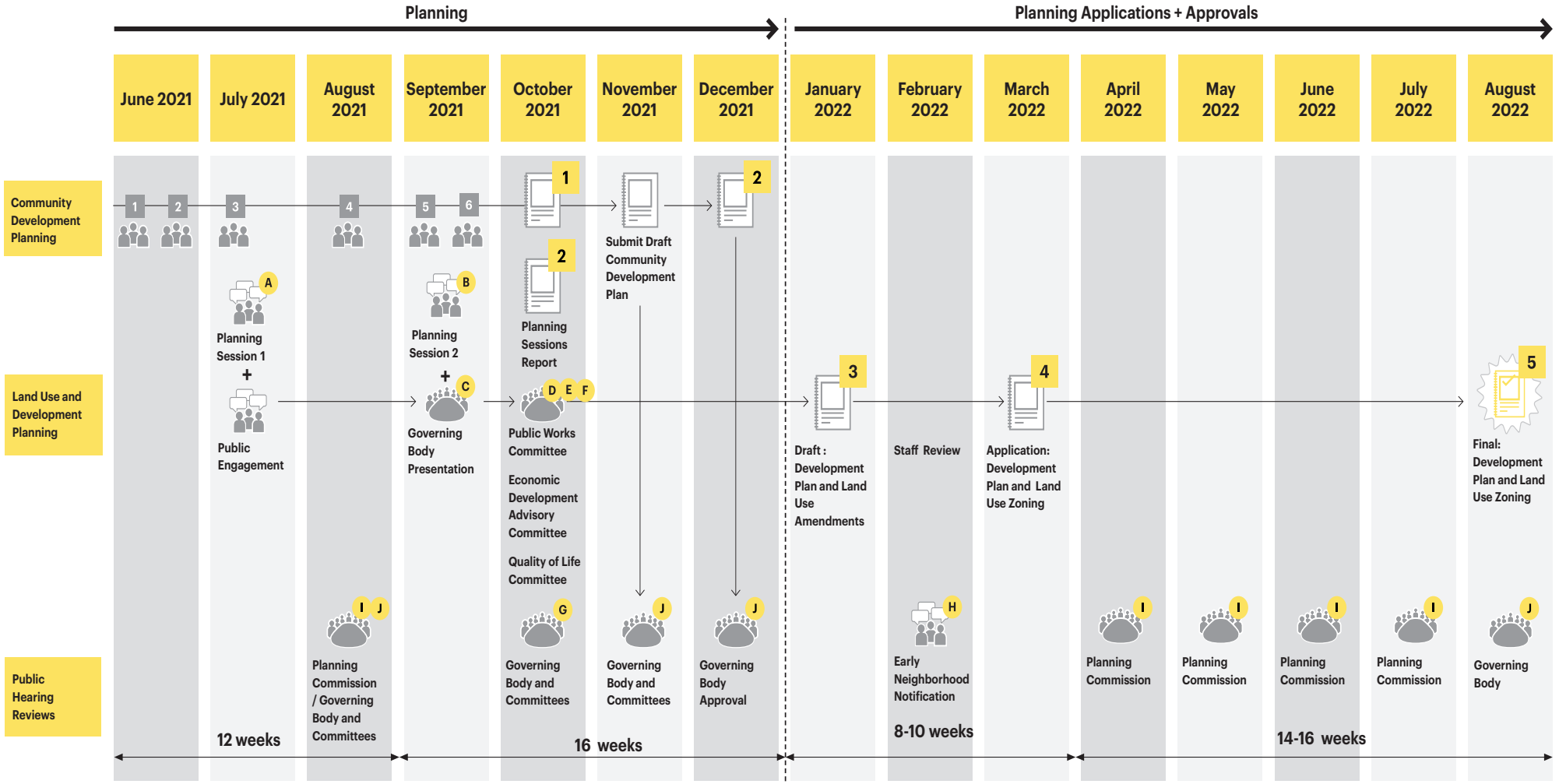
- Land Uses for a zoning application
- Development Framework Plan for a master plan application
- Community Development Plan for policies, requirements, and priorities for the implementation of development plans at Midtown.

Progress Report

Other work underway will be the study of the Midtown Site and LINC area as potential Metropolitan Redevelopment Areas, and other regulatory funding programs (e.g. Tax Increment Financing, etc) for the redevelopment of a Midtown District.

Midtown District - Development Planning Timeline

Revised June 24, 2021



Community Conversations

1. Housing Production (June)
2. Housing Security (June)
3. Opportunity (July)
4. Culture (August)
5. Sustainability (September)
6. Land Acknowledgment (September)

Key Deliverables

1. Draft Community Developement Plan
2. Final Community Developement Plan
3. Draft: Development Plan and Land Use Amendments
4. Application: Development Plan and Land Use Zoning
5. Final: Development Plan and Land Use Zoning

Meetings

- A Planning Session 1 (3 days) July 20-22
- B Planning Session 2 (3 days) September 23-25
- C Governing Body Presentation: Introduce Resolution – September 29th
- D Public Works Committee: Presentation, Resolution Vote – October 12th
- E Economic Development Advisory Committee: Presentation, Resolution Vote – October 13th
- F October 20th Quality of Life Committee
- G October 27th Governing Body Resolution Vote
- H Early Neighborhood Notification Meeting
- I Planning Commission
- J Governing Body

MIDTOWN SANTA FE



Governing Body – Progress Report

JUNE 23, 2021

NINE-STEP ACTION PLANS

- City As Master Developer (Cancel RFEI Solicitation)
- Rezone Site (Development Framework Plan)
- Plan for Infrastructure
- Reuse Existing Buildings for Community Purposes
- Prepare Site and Buildings for Reuse and Redevelopment
- Promote Garson Studies Complex
- Identify Parcels for Mixed-Income and Affordable Housing Development
- Access and Establish a Public Funding Mechanism
- Engage the Public for Development Planning

(From Memo to Governing Body, from Rich Brown, Director of Community & Economic Development, dated March 26, 2021)

ACTION PLAN – Current Status

#9 Public Engagement for Development Planning

MIDTOWN PLANNING SESSIONS

LISTENING SESSIONS

July 20, 21, 22:	Tuesday-Thursday
Daytime Sessions:	9:00am - 4:00pm (Convention Center)
Evening Sessions:	6:00pm - 8:00pm (Midtown)
Site Walk & Presentation:	Wednesday, 5:00pm – 8:00pm

WORKSHOP SESSIONS

September 23, 24, 25	Thursday-Saturday
Daytime Sessions:	9:00am - 4:00pm (Convention Center)
Evening Sessions:	6:00pm - 8:00pm (Midtown)
Presentation:	Saturday, 10:00 - Noon

ACTION PLAN – Current Status

#9 Public Engagement for Development Planning

MIDTOWN PLANNING SESSIONS

LISTENING SESSIONS – IDEATION, EXPLORATION

Primary Objective – listen to ideas, generate interests, small group discussions, open public conversations, interact with planners and a site model, share aspirations

WORKSHOP SESSIONS – SYNTHESIZE, DESIGN, CREATE

Primary Objective – synthesize and apply information from Listening Sessions, problem solve and identify real solutions in real time, create strategies that address community concerns and goals, design plans and land uses to achieve a shared public vision

ACTION PLAN – Current Status

#9 Public Engagement for Development Planning

EARLY PUBLIC REVIEWS - 2021

Sep 29 - **Governing Body** – presentation, introduce resolution

Oct 12 - **Public Works Committee** - presentation, vote on resolution

Oct 13 - **Economic Development Advisory Committee** - presentation, vote on resolution

Oct 20 - **Quality of Life Committee**, presentation, vote on resolution

Oct 27 - **Governing Body** – final vote on resolution

ACTION PLAN – Current Status

#9 Public Engagement for Development Planning

MORE PUBLIC FORUMS – FALL 2021

Mayor's City Forum – September (proposed – to be scheduled)

City Councilor District Forums – October (proposed – to be scheduled)

ACTION PLAN – Current Status

#9 Public Engagement for Development Planning

CORE OUTCOMES LEADING TO MIDTOWN DEVELOPMENT

Land Use Plan
- basis for a zoning application and amendments
- draft in 2021 for approvals in 2022
- approvals by Planning Commissions and Governing Body

Development Framework
- basis for a zoning application and amendments
- draft in 2021 for approvals in 2022
- approvals by Planning Commissions and Governing

Community Development Plan
- a tool kit for ensuring public policy requirements and priorities for the development of a Midtown District
- draft and complete in Q3-Q4 2021
- approval by Governing Body

ACTION PLAN – Current Status

#9 Public Engagement for Development Planning

OTHER CRITICAL OUTCOMES FOR REDEVELOPMENT

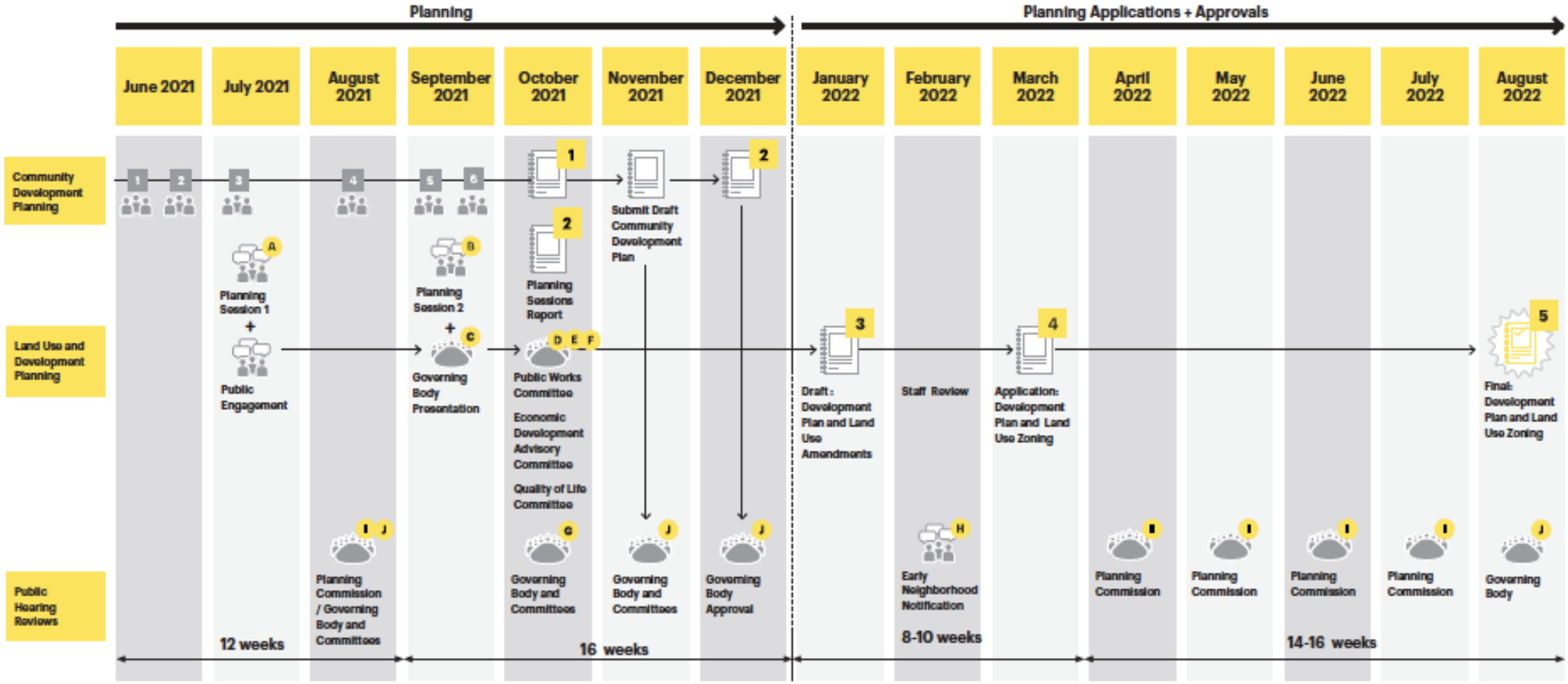
Metropolitan Redevelopment Area
- Analyze application for Midtown District
- Analyze scope of are to include LINC and Midtown Site

Utility and Core Infrastructure Finance
- Phased infrastructure plan
- Phased financing strategy

Return on Investment
- General economic analysis of city investment return- economic and other policy goals

Midtown District - Development Planning Timeline

Revised June 24, 2021



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MIDTOWN SANTA FE

For Midtown Information

www.MidtownDistrictSantaFe.com

For community stories and aspirations for Midtown:

https://www.cultureconnects.site/

GOVERNING BODY MEETING OF
June 30, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
Abeyta	**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF SANTA FE, NEW MEXICO SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS, SERIES 2021 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $14,745,000 FOR THE PURPOSE OF (1) REFUNDING, DISCHARGING AND PAYING THE CITY OF SANTA FE, NEW MEXICO SUBORDINATE LIEN GROSS RECEIPTS TAX REFUNDING REVENUE BONDS, SERIES 2010B AND MATURING ON AND AFTER JUNE 1, 2022; (2) REFUNDING, DISCHARGING AND PAYING THE CITY OF SANTA FE, NEW MEXICO GROSS RECEIPTS TAX IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2012A AND MATURING ON AND AFTER JUNE 1, 2022; AND (3) PAYING COSTS OF ISSUANCE OF THE SERIES 2021 BONDS; CALLING FOR THE REDEMPTION OF THE OUTSTANDING SERIES 2010B BONDS AND SERIES 2012A BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE FROM CERTAIN GROSS RECEIPTS TAX REVENUES DISTRIBUTED TO THE CITY; APPROVING THE SELECTION OF AN UNDERWRITER AND FORMS OF A PRELIMINARY OFFICIAL STATEMENT AND A PAYING AGENT REGISTAR AND DEPOSITARY AGENT AGREEMENT; DELEGATING AUTHORITY TO THE MAYOR OR, IN THE MAYOR'S ABSENCE, THE CITY MANAGER OR FINANCE DIRECTOR, TO APPROVE THE FINAL PRINCIPAL AMOUNT, INTEREST RATES AND OTHER DETAILS OF THE BONDS WITHIN THE PARAMETERS SET FORTH IN THIS AUTHORIZING ORDINANCE, AND TO EXECUTE AND DELIVER A BOND PURCHASE AGREEMENT FOR THE SALE OF THE BONDS TO THE UNDERWRITER; PROVIDING FOR THE COLLECTION OF CERTAIN GROSS RECEIPTS TAX REVENUES; APPROVING CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE BONDS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND RELATED MATTERS.**	Governing Body (request to publish) – 7/14/21 Finance Committee – 7/19/21 Public Works and Utilities Committee – 7/26/21 Governing Body (public hearing) – 8/11/21

Councilor Roman "Tiger" Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*

This document is subject to change.

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***

Councilor Carol Romero-Wirth		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Garcia	**AN ORDINANCE RELATING TO THE CAMPAIGN CODE; AMENDING SECTION 9-2.3 SFCC 1987 TO AMEND THE DEFINITION OF A "POLITICAL COMMITTEE" TO ESTABLISH A THRESHOLD AMOUNT FOR REPORTING CONTRIBUTIONS; AMENDING SECTION 9-2.6 TO INCREASE THE AGGREGATE EXPNDITURE AMOUNT REQUIRING REPORTING TO FIVE HUNDRED DOLLARS AND TO EXEMPT AGGREGATE CONTRIBUTION AMOUNTS OF LESS THAN TWENTY-FIVE DOLLARS FROM SEPARATE REPORTING REQUIREMENTS; AMENDING SECTION 9-2.7 TO MAKE NECESSARY CHANGES REGARDING REFERENCES TO A "POLITICAL COMMITTEE"; AND AMENDING SECTION 9-2.11 TO EXEMPT AGGREGATE CONTRIBUTION AMOUNTS OF LESS THAN TWENTY-FIVE DOLLARS FROM SEPARATE REPORTING REQUIREMENTS.**	Quality of Life Committee – 7/7/21 Governing Body (request to publish) – 7/14/21 Finance Committee – 7/19/21 Governing Body (public hearing) – 8/11/21

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

Councilor Renee Villarreal		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
	A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE AT THE MONTEZUMA POCKET PARK FOR THE SKY RAILWAY GRAND OPENING ON SEPTMBER 3 AND 4, 2021, PURSUANT TO SECTION 23.6.2(B) SFCC 1987.	Public Works and Utilities Committee – 7/12/21 Quality of Life Committee – 7/21/21

* 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.

City of Santa Fe, New Mexico
Memorandum

DATE: **June 8, 2021**

TO: **Mayor Alan M. Webber**

VIA: **Kristine Bustos-Mihelcic, City Clerk**
Kyra Ochoa, Community Health & Safety Department Director KO

FROM: **Julie Sanchez, Youth & Family Services Division Director** JJS

ITEM AND ISSUE:
Reappointment of Anna Vigil (veteran), John Palamino (veteran), Colonel James Williams (veteran) and Sigrid Hannah Mabel (veteran) to the Veterans Advisory Board (VAB).

BACKGROUND AND SUMMARY:
The Veterans Advisory Board was established to address matters affecting veterans, propose solutions to alleviate or address the needs of local veterans and recognize the contributions local veterans have made.

Per resolution 2015-18 the board consists of 9 members with at a minimum of 3 members being veterans or immediate family members of veterans. Board members shall be residents of Santa Fe County appointed by the Mayor and approved by the Governing Body.

Anna Vigil has over 20 years of experience working for veterans in New Mexico. She has held positions in the Division of Vocational Rehabilitation, Department of Veteran Affairs and the Children, Youth and Family Department as well as a board position with the Santa Fe County Health Policy and Planning Committee. She is currently active with the New Mexico National Guard.

John Palomino worked as a lawyer with a specialty in veteran housing and disabilities, his mission is getting veterans connected to the services they need inorder to thrive in the Santa Fe community. He is currently employed as a felony trial attorney for the First Judicial Office. John served in the US Navy.

Colonel James Williams had a long career working in the military, at first in peace keeping and humanitarian efforys, he later worked as a Senior Executive for the Department of Defense and for the CIA.

Staff Sergeant Hannah Sigrid Mabel joined the Army in 2003 and completed Basic Training at Fort Leonard Wood, Mo. followed by Advanced Individual Training as a Metal Worker (44B) at Aberdeen Proving Ground, Md. She was selected to attend Jump School at Fort Benning, GA before her first duty assignment in Hanau, GER with the 502nd Engineer Company (Float Bridge). SSG Mabel has participated in four campaigns during her three combat tours (Operation Iraqi Freedom, Operation New Dawn, Operation Enduring Freedom, and Operation Freedom's Sentinel). She still serves in the Army Reserve at Kirtland Air Force Base with the 3/95th Regiment (Maneuver Support), and concurrently works at Los Alamos National Laboratory.

ACTION REQUESTED:
The Community Services Department and Youth & Family Services Division respectfully request appointment of the above-mentioned to the Veterans Advisory Board.

Signature: Kyra Ochoa
Kyra Ochoa (Jun 10, 2021 14:48 MDT)

Email: krochoa@santafenm.gov

Yolanda Vigil
County Clerk
City of Santa Fe
Re: Community Health and Safety Task Force

August 12, 2020

Dear Ms. Vigil, Mayor Webber and Councilors Rivera and Villarreal,

Please accept my enthusiastic submission for the City of Santa Fe Community Health Task force. I am heartened that Santa Fe is among cities in our country being proactive in creating a social justice lens for policing and emergency services.

I am a thirty-five-year resident of Santa Fe, residing in District 1. One of the pivotal reasons for my interest in the task force is for seven years, I was a firefighter with the City of Santa Fe, one of just 16 women in its history. I understand the work and culture of emergency and safety services. In my career with the SFFD, I worked closely with our police department and many of our 'high utilization' patients were dual system involved.

My post SFFD career has been as a social worker; both as a clinician and overseeing behavioral health programs, specifically with children and families impacted by trauma. In my work with traumatized youth, I have done enhanced psychological assessments and treatment of incarcerated and homeless youth. As many of my adult clients have also been criminal justice involved, I have a deep understanding of factors that contribute to long term system involvement, including addiction, economic and educational disparities, racial injustice, as well as childhood, family and historical trauma.

For past 5 years, I have been Executive Director of the non-profit CASA First, providing court appointed volunteer advocates for local children in foster care, and work closely with the First Judicial District court.

Because of the responsibility of working with highly traumatized children, and families who have lost custody of their children, I have sought and continue to do personal learning on social and racial justice issues and systemic oppression, in order to help create more just systems.

Annie Rasquin Santa Fe NM 87501

For example, one of the initiatives we did a few years ago, included a summer basketball camp in Espanola for some of our foster children, with local sheriff and police officers as coaches. This camp included a foster child who had a sibling shot to death by police. In addition for the opportunity for foster children to connect with service providers, we wanted the police and sheriff to experience positive mentor relationships with our children.

Some of the trainings we have offered our staff and volunteers in the past year include a private showing of *Just Mercy*, and multiple trainings by staff on diversity, equity and historical trauma. In order to better understand the complexity and history of racism, I attended the Equal Justice Initiative Conference, which included a presentation on the preschool to prison pipeline (NM has highest recorded rate of preschool expulsions and salient to why diversion programs should impact all ages groups) and volunteered at the opening of the Legacy memorial and Race and Justice Museum in Montgomery Alabama. In addition to trainings, I have been involved in a multitude of community conversations, prevention programs, collaborations and committees.

As a task force member, I would hope to bring my experience of emergency services and the challenges therein, knowledge of specialty diversion programs such a MIHO, and community mental health experience with those who at risk for or systems involved. Additionally, I would strive to bring an ethos of listening, open dialogue, and a justice and equity lens that would include research based analysis, and diverse community input.

In addressing these issues, I understand that factors such as training, diversity, culture, accountability/transparency, trauma informed systems, collaboration and community engagement are necessary for effective city emergency and safety services for Santa Fe.

I deeply respect Councilors Chris Rivera and Renee Villarreal, both of whom I have had the pleasure to work with. I would welcome this weighty responsibility to contribute to helping make Santa Fe a model city of equity and opportunity.

Most Cordially,
Annie Rasquin
Annie Rasquin, LCSW

Annie Rasquin Santa Fe NM 87501

ANNIE RASQUIN

A committed nonprofit and mental health professional with extensive experience in developing and leading programs delivering quality wraparound care for children and families in New Mexico impacted by complex trauma.

KEY SKILLS

Leadership and Management – Organizational leadership, planning and program management expertise including human resources, oversight of staff, managing daily operations, budget and financial management, and developing and maintaining client data and reporting systems.

Fundraising and Grant Management – Strong public relations, marketing, fund development, communications and results-based outcome measurement skills.

Program Development – Creating, planning and managing innovative community programs and multi-agency partnerships for coordinated system intervention.

Trauma Informed Care – Deep understanding of impact of neglect and abuse on physical, educational and emotional childhood development; links to academic achievement gap, juvenile justice involvement, mental and physical illness, death and disability and the benefit of intervention and culturally appropriate wraparound care to improve outcomes for individual and community success.

PROFESSIONAL EXPERIENCE

CASA, First Judicial District Santa Fe, NM

EXECUTIVE DIRECTOR *2015- PRESENT*

- Managing daily operations of non-profit providing Volunteer Advocacy for foster children from Rio Arriba, Los Alamos, and Santa Fe.
- Responsible for overall administration including planning, program quality, administrative and fiscal management, development and management of personnel, volunteer and funding resources and development and maintenance of stakeholder and community relationships.
- Within first year increased budget, volunteers and number of children served by 30%, and doubled within three years.
- Programs developed include CASITAS: Court Appointed Special Infant Toddler Advocates, CASA Mentor Program, CASA Angels, Foster Youth Advocacy Program and Youth Ambassadors.

Las Cumbres Community Services Santa Fe, NM

PROGRAM DIRECTOR: COMMUNITY INFANT PROGRAM *2014-2015*

- Managed Northern New Mexico Trauma Treatment Center providing wraparound family services for young children impacted by adverse early childhood experiences and complex family challenges.
- Responsible for delivery of high quality clinical services to approximately 275 children and 760 family members annually. Program referrals quadrupled to 20-25/month during directorship of program.
- Provide day-to-day management of program operations including administrative and financial management, outcomes measurement and meeting budgetary goals, with 50% of program receivables from grants and foundation support.
- Develop community partnerships and support through trainings and presentations on trauma-informed practice including First Judicial Court Symposium for youth and families involved in the juvenile justice system, CASA FJC, PMS Head Start annual staff training and Mental Health and Disabilities Community Partner Panel Discussion, and the New Mexico Annual Foster Parent conference.

TeamBuilders, Agave Health, Inc. Santa Fe, NM
FAMILY SERVICES CLINICAL SUPERVISOR *2013-2014*

- Oversaw management, clinical services, productivity and compliance for program serving children with severe emotional disturbances and their families.
- Hired, provided clinical supervision for, and trained approximately 38 clinicians and allied staff (including Santa Fe Outpatient Program and Espanola Family Services staff) on clinical practice including diagnosis, psychosocial assessments, treatment plans, case notes, crisis assessments, safety plans and managed recording and data systems.
- Maintained highly motivated, focused and productive team during crisis and organizational transition.
- Fostered professional collaborative relationships with community partners including CYFD, Juvenile Justice System, Family Court and Santa Fe Public Schools. Led monthly trainings, continuous case improvement and clinical case reviews.

New Vistas Early Intervention Program Santa Fe, NM
SOCIAL WORKER, DEVELOPMENTAL SPECIALIST/CLINICAL SUPERVISOR *2005–2013*

- Provided treatment to children with developmental delays and behavioral, social, and regulation challenges and families with histories of maltreatment, trauma, substance abuse and mental health challenges.
- Developed program collaboration with Christus St Vincent Hospital to address needs of prenatally drug-exposed newborns
- Public relations and community development including writing industry articles, event coordination and conducting trainings for community partners including CASA, CYFD, Foster Parents, and Family Court.
- Supervised staff on clinical care through monthly trainings and case reviews; reflective supervision on complex cases including Child Abuse Prevention and Treatment Act (CAPTA) referrals.

Christus Saint Vincent Hospital Santa Fe, NM
CASE MANAGEMENT SOCIAL WORKER *2012 – 2013*

- Provided discharge planning, utilization review, and social work services in the pediatric and obstetrics departments of nonprofit community hospital.
- Researched and accessed resources for pediatric patients by maintaining knowledge of community programs and building strong relationships with allied childhood and family care providers.
- Assessed and resolved patients' psychosocial issues related to illness and disease; advocated for and collaborated with clients regarding after-hospital care, substance abuse and mental health treatment.

City of Santa Fe Fire Department Santa Fe, NM
PARAMEDIC/FIREFIGHTER *1997-2003*

- Provided emergency medical care, firefighting and rescue services for the City of Santa Fe. Assisted with research, technical writing projects, trainings, local health events and critical incident stress debriefings.
- Applied medical skills, crisis intervention techniques and scene management skills to manage and de-escalate emergencies, provide medical treatment and ensure safety for Santa Fe residents and firefighters in high-stress and high-risk situations.
- Collaborated with law enforcement, hospitals and city public health entities to organize and present community outreach initiatives and programs that outlined injury prevention and public safety.

EDUCATION

Certificate in Transformational Nonprofit Leadership, **University of Notre Dame**
Master of Social Work, **New Mexico Highlands University** (2006)
Bachelor of Science: Management, **Pennsylvania State University** (1985)

LICENSES

State of New Mexico ▪ Licensed Independent Masters Clinical Social Worker (2012- present)
Las Cumbres Infant Mental Health Institute ▪ Infant Mental Health Specialist III (2009)
New Mexico Department of Health ▪ Child Developmental Specialist III (2005)
University of New Mexico School of Emergency Medicine ▪ Paramedic (2001)
Instructor's Award for Outstanding Caring in the Field
United States Department of Health/Federal Emergency Management Team (DMAT)
▪ Member of New Mexico Medical Response Team for National/International Disasters (2000 – 2004)

SPEAKING ENGAGEMENTS, PANELS, TRAININGS

"Changing Outcomes for At-Risk Children" - training for PMS Children's Services, 2015
"Fostering a Baby's Brain: Infant Mental Health Explained" CYFD Foster Parents Conference, 2014
"It takes a Village: Continuum of Care Conference for Youth and Families Involved in the Juvenile Justice System" - panelist, First Judicial Court 2014
PMS Head Start and Early Head Start, CASA FJC, Temple Beth Shalom
Saint Vincent Hospital/City of Santa Fe Domestic Violence Prevention Community Task Force

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VOLUNTEER WORK

NMCASA, Board director, Governance Chair
Santa Fe Folk Art Market
CSV Medical Action Team
New Mexico Women's and Girls Network Alliance
Christus St Vincent Foundation Committee
SEANJ Bangladesh Relief Project
LitQuest/Hooked on Books Fundraiser

VIGIL, YOLANDA Y.

From: Annie Rasquin
Sent: Wednesday, August 12, 2020 10:44 AM
To: VIGIL, YOLANDA Y.
Subject: Re: Community Health and Safety Task Force application
Attachments: AR task force letter 8.2020.pdf; ResumeAR-2020.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.

Dear Ms Vigil,

Please accept my attached application for the City of Santa Fe Health and Safety Task Force.
I am resending it with my personal email, as though I have my Board approval to participate, I would be doing so as a private individual.
It would be an honor to serve in this capacity.

Thank you for your consideration.

In Appreciation,
Annie
Annie Rasquin

"There can be no keener revelation of a society's soul than the way in which it treats its children."
Nelson Mandela

CONFIDENTIALITY NOTICE
This e-mail and any attachments are for the sole use of the intended recipients and contain information that may be confidential or legally privileged. If you have received this e-mail in error, please notify the sender by reply e-mail and delete the message. Any unauthorized disclosure, copying, distribution, or use of this communication by someone other than the intended recipient is forbidden.

City of Santa Fe, New Mexico
200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
JoAnne Vigil Coppler, District 4

MEMORANDUM

To: **Members of the Governing Body**

From: **Sally A. Paez, Assistant City Attorney**

Via: **Erin K. McSherry, City Attorney** EM

Re: **Appeal #2021-3450-APPL of Case #2021-3185-HDRB.** Appeal by Julia Burt of the Historic Districts Review Board's Decision to Impose Conditions of Approval on an Application to Install Two Gates Constructed of Oxidized Steel, Including a Pedestrian Gate and a Vehicular Gate, at 1299 Upper Canyon Road, in the Downtown and Eastside Historic District (Sally A. Paez, Assistant City Attorney, 955-6501)

Date: **June 21, 2021; for the June 30, 2021 Meeting of the Governing Body**

Owner Julia Burt, as Trustee of the Burt Family Trust dated March 25, 2003 ("Appellant"), through her agent Sandra Donner, challenges the Historic Districts Review Board's ("Board") decision to impose conditions of approval on her application to install two new gates constructed of solid oxidized steel, including a pedestrian gate and a vehicular gate ("Project"). Appellant's property is located at 1299 Upper Canyon Road, within the Downtown and Eastside Historic District ("Property"). The Board rejected the proposed gate material (solid oxidized steel) and required Appellant to use wood for the pedestrian gate and to incorporate coyote fence latillas into the vehicular gate. **[Ex. B, FOF & COL, p. 19 of 65]** Appellant argues that the Board's conditions of approval should be reversed. **[Ex. A, Petition, p. 15 of 65]**

In this "de novo" appeal, the Governing Body must decide whether to uphold or reverse the Board's decision as it relates to the gate. "De novo" means that the Governing Body holds a new hearing for the case and conducts an independent application of the law to the facts and evidence presented. The Governing Body must evaluate whether Appellant has demonstrated that the Board's decision was unsupported by the facts and law. The Governing Body is not required

to defer to the underlying decision of the Board but may take the Board's experience and expertise into account when deciding this appeal.

I. BACKGROUND & PROCEDURAL HISTORY

1299 Upper Canyon Road is a single-family residential structure that was constructed in a Spanish Pueblo Revival style in 1973. **[Ex. F, Staff Report, p. 48 of 65]** The Property is designated as noncontributing to the City's Downtown and Eastside Historic District. **[*Id.*]** Appellant submitted an application for ten proposed changes to the Property, but only the following two items are at issue in this appeal:

(1) New oxidized steel pedestrian gate to a height of five feet (5'), which will be located at a new parking area on the western edge along Upper Canyon Road; and
(2) New oxidized steel vehicular gate, which will be located along the eastern shared driveway approximately forty-five feet (45') back from the property line along Upper Canyon Road. **[*Id.*]**

Historic Preservation Division ("HPD") staff provided the Board with a staff report and recommended that the Board approve the Project because staff found that the proposal complied with all applicable design standards for historic districts generally and the Downtown Eastside Historic District specifically. **[*Id.* at 47]** *See* SFCC §§ 14-5.2(D) (general design standards); 14-5.2 (E) (district design standards).

At a public hearing held March 9, 2021, the Board heard presentations by HPD staff, Appellant, and interested members of the public. **[Ex. E, 03-09-21 Minutes, pp. 36-43 of 65]** Members of the public testified that wooden elements are important on Upper Canyon Road and expressed opposition to the proposed oxidized steel material. **[*Id.* at 42]** Following questions and discussion from the Board, the Board voted unanimously to approve the Project, subject to the following conditions ("Gate Conditions"):

(1) The pedestrian gate shall be of wood and not of oxidized steel as proposed.
(2) The vehicular gate shall incorporate coyote fence latillas and shall not be a solid oxidized steel gate as proposed.

[*Id.* at 43] [Ex. B, FOF & COL, p. 19 of 65]

On March 23, 2021, the Board adopted written findings of fact and conclusions of law reflecting its decision to impose the Gate Conditions. **[Ex. B, FOF & COL, pp. 17-19 of 65]** The Board's findings included the following:

6. SFCC Section 14-5.2(E) states that "Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail."

7. SFCC Section 14-5.2(A)(1)(c) states that a purpose of the ordinance is to achieve "general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design."
8. The City's Wall and Fence Guidelines provide that "Gates should be designed to complement the wall or fence treatment containing them with respect to scale, height, material, texture and color. Fenestrated[1] gates should be encouraged as opposed to solid gates."
9. The Applicant proposed two solid oxidized steel gates, including a pedestrian gate and a vehicular gate.
10. The Board finds that the proposed solid oxidized steel gates lack fenestration and fail to achieve harmony with historic buildings and Recent Santa Fe style construction through the retention of a similarity of materials, color, and general detail.

[*Id.* at 18]

On April 6, 2021, Appellant timely filed this appeal. **[Ex. A, Petition, pp. 12-15 of 65]**

II. GROUNDS FOR APPEAL TO THE GOVERNING BODY

Under SFCC Section 14-3.17(A)(2), an appeal of a Board decision may be filed only for one or more of the following reasons:

(1) The Board's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, Sections 3-21-1 to -14;
(2) The Board misapplied SFCC Chapter 14; or
(3) The Board's decision is not supported by substantial evidence.

III. ISSUES RAISED ON APPEAL

In the petition, Appellant states that the proposed solid, oxidized steel gates are preferred because this design would consist of a durable, sustainable material; would enhance privacy and security; and would buffer sound. **[Ex. A, Petition, p. 15 of 65]** Appellant asks the Governing Body to reverse the Board's conditions of approval for the following reasons:

(1) There was no basis for the Board's denial of the proposed steel gates; and the Board lacked authority under the SFCC to impose the Gate Conditions set forth in the conditions of approval.
(2) Steel gates have been approved in close proximity to the Property and comply with the character of the neighborhood and streetscape. **[*Id.*]**

IV. ANALYSIS

To win on appeal, Appellant has the burden of proving that the Board erred by imposing the Gate Conditions. *See* SFCC § 14-5.2(H)(4).

[1] In this context, "fenestration" means "an opening in a surface." *See generally* Merriam-Webster Online Dictionary, *available at* https://www.merriam-webster.com/dictionary/fenestration.

1. Legal Basis for the Board's Decision

First, Appellant argues that the Board's imposition of the Gate Conditions lacked a legal basis and that the Board exceeded its authority by requiring a specific gate design as a condition of approval. The argument can be construed as an argument that the Board's decision does not comply with the SFCC Chapter 14.

Generally speaking, the Land Development Code authorizes the Board to review applications for exterior alterations in the historic districts in accordance with applicable design standards and to place conditions on the Board's approval of a project. *See* SFCC §§ 14-2.6(C)(1) (stating that the Board has the power and duty to "review and approve or deny all applications for . . . exterior alteration . . . in the historic districts in accordance with the standards and procedures set forth [in SFCC Section] 14-5.2 (Historic Districts)."); 14-5.2(C)(3)(b) ("The historic board may approve an application for alteration or for new construction on the condition that changes relating to exterior appearance recommended by it be made in the proposed work."); 14-5.2(C)(4) ("All development located within the historic districts and subject to this Section 14-5.2 shall comply with all applicable general development standards set forth in Subsection 14-5.2(D), as well as any applicable specific development standards set forth in Subsections 14-5.2(E) through (I).").

In this case, the City's ordinances do not provide specific design standards for gates. Therefore, when reviewing the proposed new gates, the Board applied provisions in the Historic Districts Ordinance that require a harmony of style, form, color, height, proportion, texture, and material within the Downtown and Eastside Historic District. *See* SFCC §§ 14-5.2(A)(1)(c) (providing that a purpose of the ordinance is to preserve "[a] general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design"); 14-5.2(E)(2) ("Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail.").

As described in the SFCC Section 14-5.2(E), the Downtown and Eastside Historic District is defined by "Old Santa Fe Style" architecture, which is characterized by construction with adobe, and "Recent Santa Fe Style," which has a "dominating effect" of adobe construction. The Board relied on these provisions when it imposed the Gate Conditions. In the Board's view, gates made of solid oxidized steel would not achieve the required harmony with historic buildings due to a lack of similarity and harmony in style, materials, color, and detail. **[Ex. B, FOF & COL, p. 18 of 65, at FOF 6-7, 10] [Ex. E, 03-09-21 Minutes, pp. 34-43 of 65]**

The Board also relied on the "Wall and Fence Guidelines," which is a policy document that the Board adopted in 1999. **[Ex. H, Wall & Fence Guidelines, pp. 62-63 of 65]** Specifically, the Board relied on a provision which states that "[g]ates should be designed to complement the wall or fence treatment containing them with respect to scale, height, material, texture and color. Fenestrated gates should be encouraged as opposed to solid gates." **[*Id.* at 63]** Although the Wall and Fence Guidelines are not binding law because they have not been adopted by ordinance, the Governing Body may give the guidelines persuasive weight because HPD staff and the Board have been using them for over twenty years to determine how the Historic Districts Ordinance should

be applied to walls and fences. *See generally High Ridge Hinkle Joint Venture v. City of Albuquerque,* 1998-NMSC-050, ¶ 4, 126 N.M. 413, 970 P.2d 599 (explaining that courts will "give persuasive weight to long-standing administrative constructions of [laws] by the agency charged with administering them").

On appeal, the Governing Body should determine whether the Board's decision to impose the Gate Conditions was adequately supported by the Historic Districts Ordinance, which requires a harmony of style, materials, color, and detail; and the Wall and Fence Guidelines, which encourage fenestration and state that gate material and gate design should complement the wall or fence containing the gate. If the Governing Body concludes that the Board's decision lacked an adequate legal basis or that the Board exceeded its authority by imposing the Gate Conditions, the Governing Body should grant the appeal and approve the oxidized steel gates as proposed, without the Gate Conditions. If the Governing Body concludes that the Board's decision complied with SFCC Chapter 14, the Governing Body should consider the second issue raised by Appellant and determine whether the Gate Conditions should be upheld because the proposed solid, oxidized steel gates would be inharmonious with historic buildings and Recent Santa Fe style architecture.

B. Factual Basis for the Board's Decision

In addition to the legal argument analyzed above, Appellant argues that steel gates have been approved in close proximity to the Property, comply with the character of the neighborhood and streetscape, and should be permitted because steel is a durable, sustainable, and nearly maintenance free material. This argument may be construed as a contention that the Board's decision to impose the Gate conditions is not supported by substantial evidence. "Substantial evidence is relevant evidence that a reasonable person might accept as adequate to support a conclusion." *Wilcox v. N.M. Bd. of Acupuncture & Oriental Med.*, 2012-NMCA-106, ¶ 7, 288 P.3d 902 (internal quotation marks and citation omitted). "In reviewing a substantial evidence claim, the question is not whether substantial evidence exists to support the opposite result, but rather whether such evidence supports the result reached." *Id.* (internal quotation marks, citation, and brackets omitted).

At the hearing before the Board, Appellant's agent testified that weathered steel gates are common in the historic district and that the sample provided in the packet was from a gate located at the intersection of Camino Pequeño and Palace Avenue. **[Ex. E, 03-09-21 Minutes, p. 39 of 65]** One member of the Board asked the Appellant about other gates in the vicinity and stated that it would be helpful to see examples of other gates in the vicinity. **[*Id.* at 40]** Despite this request, Appellant did not introduce any additional evidence or information regarding other steel gates exist in the vicinity. **[*Id.* at 39-43]** Ultimately, the Board disagreed with Appellant's assertion that oxidized steel is an appropriate material in this location.

On appeal, the Governing Body should consider whether Appellant has met her burden of demonstrating that the Gate Conditions are not supported by substantial evidence. Because this is a "de novo" appeal hearing, Appellant is permitted to provide the Governing Body with additional evidence and information that was not presented to the Board.

V. CONCLUSION & MOTIONS OPTIONS

The Governing Body should consider Appellant's arguments and the Board's reasoning to determine whether the Governing Body agrees with the Board's decision to impose the Gate Conditions on its approval of the Project. If the Governing Body concludes that the Board acted in accordance with SFCC Chapter 14 and that the Gate Conditions are based on substantial evidence, then the Governing Body should deny the appeal and affirm the decision of the Board. If the Governing Body concludes that the Board's decision did not comply with SFCC Chapter 14 or that the Appellant has demonstrated that the Gate Conditions are not supported by substantial evidence (i.e., that the proposed oxidized steel gates would be harmonious with the historic buildings and architectural style of the Downtown and Eastside Historic District), then the Governing Body should grant the appeal and approve the Project without the Gate Conditions.

VI. MOTION OPTIONS

There are two options for motions in this case. Sample motions follow:

Motion 1: *I move to **grant** the appeal, approve the Project without the Gate Conditions, and direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

Motion 2: *I move to **deny** the appeal, affirm the Gate Conditions imposed by the Board, and direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

APPENDIX A:
EXCERPTS FROM THE LAND USE CODE

14-2.6 – HISTORIC DISTRICTS REVIEW BOARD

(C) Powers and Duties

The HDRB, which shall meet at least once a month, unless there are no agenda items, and at such other times as the chair may determine, shall have the review and decision-making responsibilities set forth in Table 14-2.1-1, to be carried out in accordance with the terms of Chapter 14. In addition, the HDRB shall:

(1) review and approve or deny all applications for new construction, exterior alteration and demolition of structures, except signs, in the historic districts in accordance with the standards and procedures set forth Section 14-3.14 (Demolition of Historic or Landmark Structure), 14-5.2 (Historic Districts) or 14-10 (Nonconformities).

14-5.2(A)(1) – GENERAL PURPOSE (HISTORIC DISTRICTS ORDINANCE)

In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city, it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserved, some of these qualities being:

(a) The continued existence and preservation of historical areas and buildings;
(b) The continued construction of buildings in the historic styles; and
(c) A general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design.

14-5.2(C)(3) – REVIEW BY HISTORIC BOARD REQUIRED

(a) Except where this chapter provides for review by staff, the historic districts review board shall review all applications for new construction, alteration, or demolition in the historic districts, and of landmark structures throughout the city, based on the standards set forth in this Section 14-5.2.
(b) The historic board may approve an application for alteration or for new construction on the condition that changes relating to exterior appearance recommended by it be made in the proposed work. In such case, no permit shall be issued until new exhibits, satisfactory to the board have been submitted.

14-5.2(C)(4) – COMPLIANCE WITH GENERAL & SPECIFIC DESIGN STANDARDS REQUIRED

All development located within the historic districts and subject to this Section 14-5.2 shall comply with all applicable general development standards set forth in Subsection 14-5.2(D), as well as any applicable specific development standards set forth in Subsections 14-5.2(E) through (I).

14-5.2(E) – DOWNTOWN AND EASTSIDE DESIGN STANDARDS

The governing body recognizes that a style of architecture has evolved within the city from the year 1600 to the present characterized by construction with adobe, hereafter called "old Santa Fe style", and that another style has evolved, hereafter called "recent Santa Fe style", which is a development from, and an elaboration of the old Santa Fe style, with different materials and frequently with added decorations.

(1) Old Santa Fe Style

Old Santa Fe style, characterized by construction with adobe, is defined as including the so-called "pueblo" or "pueblo-Spanish" or "Spanish-Indian" and "territorial" styles and is more specifically described as follows:

(a) With rare exception, buildings are of one story, few have three stories, and the characteristic effect is that the buildings are long and low. Roofs are flat with a slight slope and surrounded on at least three sides by a firewall of the same color and material as the walls or of brick. Roofs are never carried out beyond the line of the walls except to cover an enclosed portal or porch formed by setting back a portion of the wall or to form an exterior portal, the outer edge of the roof being supported by wooden columns. Two-story construction is more common in the territorial than in other sub-styles, and is preferably accompanied by a balcony at the level of the floor of the second story. Façades are flat, varied by inset portales, exterior portales, projecting vigas or roof beams, canales or water-spouts, flanking buttresses and wooden lintels, architraves and cornices, which, as well as doors, are frequently carved and the carving may be picked out with bright colors. Arches are almost never used except for nonfunctional arches, often slightly ogive, over gateways in freestanding walls;

(b) All exterior walls of a building are painted alike. The colors range from a light earth color to a dark earth color. The exception to this rule is the protected space under portales, or in church-derived designs, inset panels in a wall under the roof, in which case the roof overhangs the panel. These spaces may be painted white or a contrasting color, or have mural decorations;

(c) Solid wall space is always greater in any façade than window and door space combined. Single panes of glass larger than thirty (30) inches in any dimension are not permissible except as otherwise provided in this section;

(d) The rule as to flat roofs shall not be construed to prevent the construction of skylights or installation of air conditioning devices, or any other necessary roof structures, but such structures other than chimneys, flues, vents and aerials, shall be so placed as to be concealed by the firewall from the view of anyone standing in the street on which the building fronts;

(e) True old Santa Fe style buildings are made of adobe with mud plaster finish. Construction with masonry blocks, bricks, or other materials with which the adobe effect can be simulated is permissible; provided, that the exterior walls are not less than eight (8) inches thick and that geometrically straight façade lines are avoided. Mud plaster or hard plaster simulating adobe , laid on smoothly, is required; and(f)It is characteristic of old Santa Fe style commercial buildings to place a portal so that it covers the entire sidewalk, the columns being set at the curb line.

(2) Recent Santa Fe Style

Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail. The dominating effect is to be that of adobe construction, prescribed as follows:

(a) No building shall be over two stories in height in any façade unless the façade shall include projecting or recessed portales, setbacks or other design elements;

(b) The combined door and window area in any publicly visible façade shall not exceed forty percent of the total area of the façade except for doors or windows located under a portal. No door or window in a publicly visible façade shall be located nearer than three (3) feet from the corner of the façade;

(c) No cantilevers shall be permitted except over projecting vigas, beams, or wood corbels, or as part of the roof treatment described below;

(d) No less than eighty percent of the surface area of any publicly visible façade shall be adobe finish, or stucco simulating adobe finish. The balance of the publicly visible façade, except as above, may be of natural stone, wood, brick, tile, terra cotta, or other material, subject to approval as hereinafter provided for building permits;

(e) The publicly visible façade of any building and of any adjoining walls shall, except as otherwise provided, be of one color, which color shall simulate a light earth or dark earth color, matte or dull finish and of relatively smooth texture. Façade surfaces under portales may be of contrasting or complimentary colors. Windows, doors and portals on publicly visible portions of the building and walls shall be of one of the old Santa Fe styles; except that buildings with portals may have larger plate glass areas for windows under portals only. Deep window recesses are characteristic; and

(f) Flat roofs shall have not more than thirty (30) inches overhang.

14-12.1 - DEFINITIONS

NONCONTRIBUTING STRUCTURE

A structure, located in an H district, that is less than fifty years old or that does not exhibit sufficient historic integrity to establish and maintain the character of the H District.

STREETSCAPE

The visual character of a street or section of a street as defined by topography; the pattern of structures and open space; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures, fixtures and graphics.

Exhibits to City Attorney's Office Memorandum

Appeal No. 2021-3450-APPL of Case No. 2021-3185-HDRB

1299 Upper Canyon Road, Julia Burt

June 30, 2021 Meeting of the Governing Body

A	Verified Appeal Petition	Apr. 6, 2021	pp. 11-15
B	Historic Districts Review Board's Written Findings of Fact (FOF) and Conclusions of Law (COL) (Case #2021-3185-HDRB)	Mar. 23, 2021	pp. 16-19
C	Relevant Excerpts from Board Meeting Minutes (approving minutes from Mar. 9, 2021 and adopting written FOF & COL)	Mar. 23, 2021	pp. 20-25
D	Board Action Letter from Historic Preservation Division (HPD) Staff	Mar. 23, 2021	pp. 26-27
E	Relevant Excerpts from Board Meeting Minutes (hearing in Case #2021-3185-HDRB)	Mar. 9, 2021	pp. 28-44
F	HPD Staff Report and Exhibits for Case #2021-3185-HDRB	Mar. 9, 2021	pp. 45-58
G	Application filed with the HPD	Feb. 23, 2021	pp. 59-60
H	Wall and Fence Guidelines	Aug. 24. 1999	pp. 61-63
I	Decision Tree	June 30, 2021	pp. 64-65

EXHIBIT

A

LUD Use Only 4/6/21

Time Filed: 11:53am

Fee paid: $ 200.00

Receipt attached:) 99

(date stamp)

VERIFIED APPEAL PETITION

Two originals of this form must be filed. The Land Use Department Director or his/her designee will enter the date and time of receipt and initial both originals. See Section 14-3.17(D) SFCC 2001 for the procedure.

Appellant Information

Name: Burt, Julia (as Trustee of the Burt Family Trust, dated March 25, 2003

Last *First* *M.I.*

Address: 1299 Upper Canyon Road

Street Address *Suite/Unit #*

Santa Fe, NM 87501

City *State* *ZIP Code*

Phone: (760) 406-3656 E-mail Address: julia@bclawgroup.com

Additional Appellant Names: K. Randall Burt

Correspondence Directed to: ☐ Appellant ☐ Agent ☒ Both

Agent Authorization (if applicable)

I/We: Julia Burt and K. Randall Burt

authorize Sandra Donner to act as my/our agent to execute this application.

Signed: [signature] Date: 4.5.2021

Signed: Date:

Subject of Appeal

Project Name: 1299 Upper Canyon Road Santa Fe NM 87501

Applicant or Owner Name: Julia and K. Randall Burt

Location of Subject Site: 1299 Upper Canyon Road Santa Fe NM 87501

Case Number: 2021-3185-HDRB Permit Number (if applicable):

Final Action Appealed:

☐ Issuance of Building Permit ☐ Other Final Determination of LUD Director

Final Action of Board or Commission (specify): ☐ Planning Commission ☐ Board of Adjustment ☐ BCD-DRC ☒ HDRB

Basis of Standing (see Section 14-3.17(B) SFCC 2001):

Basis for Appeal: ☒ The facts were incorrectly determined ☐ Ordinances/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:

See Attached

☒ Check here if you have attached a copy of the final action that is being appealed.

Description of Harm

Describe the harm that would result to you from the action appealed from (attach additional pages if necessary):
See Attached

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):
See Attached

Signature and Verification

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: _____ Date: 4.5.2021

Agent Signature: _____ Date: 04/03/2021

State of New Mexico)
) ss.
County of Santa Fe)

I/We Julia E. Burt, being first duly sworn, depose and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/our own knowledge.

Appellant/s:

_____ _____
Signature *Signature*

_____ _____
Print Name *Print Name*

Subscribed and sworn to before me this _____day of _____, 20_____.

_____
NOTARY PUBLIC
My commission expires:

_____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On April 5, 2021, before me, Marisa Y. Katnić, Notary Public, personally appeared JULIA E. BURT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)

MARISA Y. KATNIĆ
Notary Public – California
Riverside County
Commission # 2223522
My Comm. Expires Dec 26, 2021

Notary Public
Commission Expires: 12/26/2021
Commission No.: 2223522

Description of the final action appealed from, and date on which final action was taken:

The final actions which are being appealed are from the Conclusions of Law, *City of Santa Fe Historic Districts Review Board Findings of Fact and Conclusions of Law*, Case # 2021-3185-HDRB:
Item 5: the pedestrian gate is to be of wood and not of oxidized steel as proposed.
Item 9: the vehicular gate shall incorporate coyote fence latillas and shall not be a solid oxidized steel gate as proposed.

Final Action was taken on the 23rd of March, 2021

Description of Harm

The appellant wishes to install gates that are durable, sound buffering, private and that will aid in the blocking of dirt and debris and noise from their shared drive easement and the apartments/ condos (formerly Gentle Nudge School) next door. A solid steel gate will help mitigate the dirt, debris and sound issues. These gates will also allow long term durability that cannot been achieved in the use of wood or latilla gates. Another concern is the increase in break ins in Santa Fe over the past year, solid gates allow the appellant to maintain privacy and make it much more difficult to ascertain if they are home or not, therefore helping discourage entry of the site.

Explain the Basis for Appeal

The appellant can find no solid basis in denying these gates. Large, solid, wood gates of very similar design occur within the streetscape vicinity of 1299 Canyon. Steel gates (solid and with fenestration) have been approved and installed in close proximity to the property. We feel that we are installing gates that comply with the character of the neighborhood/streetscape, but that are constructed with a more durable, sustainable and nearly maintenance free material. The vehicular gate sits on a driveway easement off Canyon Road and is minimally visible to people driving by. It is also important to note that the Board has also requested a very specific gate design (a latilla gate). It is our understanding that making specific design requests sits beyond the purview of the HDRB.

EXHIBIT

B

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case #2021-3185-HDRB
Address – 1299 Canyon Road
Agent's Name – Sandra Donner
Owner/Applicant's Name - Julia and Randall Burt

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on March 9, 2021.

BACKGROUND

1299 Canyon Road is a single-family residential structure with non-contributing historic status to the Downtown and Eastside Historic District. The property currently has a coyote fence directly along the street.

The Applicant proposes the following items:

1. Remove existing coyote fence yard wall along the east and south side of the property;
2. Partially remove stucco yard wall along Canyon Road; western edge of property;
3. Construct new stucco yard wall to a maximum height of 68 inches at the western edge of property along Canyon Road;
4. Construct stucco yard wall to replace coyote fence at eastern edge of property at Canyon Road and running north along shared drive;
5. Install new oxidized steel pedestrian gate at new parking area on the western edge along Canyon Road;
6. Create new flagstone step configuration at inside of property, western edge of property along Canyon Road, and reconfigured moss rock walls at new steps;
7. Add new low moss rock planter wall at eastern edge of property at Canyon Road and running north along shared drive;
8. Construct new garage to a height of 14 feet, including a trash enclosure. The garage door will match the oxidized steel gates. Headers above doors will the match color of the existing headers at existing carport and house;
9. Install new vehicular gate along eastern shared driveway, of oxidized steel;
10. Stucco the entire house, yard walls, carport, and garage with El Rey "Twig"; and
11. Insert a new bronze mailbox in the yardwall.

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Land Use Department Staff conducted a preliminary zoning review ("PZR") and determined that the Application appears to meet the underlying zoning standards set forth in the Santa Fe City Code ("SFCC").
2. Historic Preservation Division Staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the Application.
3. Historic Preservation Division Staff Recommendation: Staff recommends approval of the proposed project and finds that the application complies with Section 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.
4. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
5. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
6. SFCC Section 14-5.2(E) states that "Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail."
7. SFCC Section 14-5.2(A)(1)(c) states that a purpose of the ordinance is to achieve "general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design."
8. The City's Wall and Fence Guidelines provide that "Gates should be designed to complement the wall or fence treatment containing them with respect to scale, height, material, texture and color. Fenestrated gates should be encouraged as opposed to solid gates."
9. The Applicant proposed two solid oxidized steel gates, including a pedestrian gate and a vehicular gate.
10. The Board finds that the proposed solid oxidized steel gates lack fenestration and fail to achieve harmony with historic buildings and Recent Santa Fe style construction through the retention of a similarity of materials, color, and general detail.
11. The City's Wall and Fence Guidelines provide that "Wall heights should modulate a minimum of 8 inches, or one block course, at least every 25'."
12. The Applicant proposed a wall that would be over 25' in length without modulation in height.
13. At the hearing, the Applicant agreed to modulate the wall height.
14. Under SFCC Sections 14-2.6(B)-(C), 14-5.2(A)(1), 14-5.2(C)(2)(a-d & f), 14-5.2(C)(3)(a-b), 14-5.2(C)(4), 14-5.2(C)(5), and 14-5.2(D), the Board has authority to review, approve, with or without conditions, or deny, all or some of the Applicant's proposed design to assure overall compliance with applicable design standards.
15. Under SFCC Section 14-5.2(C)(3)(b), the Board has the authority to approve an application for alteration or new construction on the condition that changes relating to exterior appearance recommended by the Board be made in the proposed work, and no permit is to issue until new drawings or documentation, satisfactory to the Board, have been submitted.
16. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.

17. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable design criteria have been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the Application as follows:

1. The Board has the authority to review and approve the Application.
2. The Board approves Items 1-11, as recommended by Staff, with the following additional conditions:
    - For Items 3-4, stuccoed yard walls along Canyon Road shall be modulated approximately every twenty-five feet (25'). The architect may exercise discretion in determining the amount of modulation.
    - For item 5, the pedestrian gate is to be of wood and not of oxidized steel as proposed.
    - For Item 8, the height of the garage shall be two (2) feet lower than proposed in the application.
    - For Item 9, the vehicular gate shall incorporate coyote fence latillas and shall not be a solid oxidized steel gate as proposed.
    - The Applicant shall submit new drawings for approval by staff prior to seeking permits.

IT IS SO ORDERED ON THIS 23rd DAY of MARCH, 2021, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

_____ _____

Chair Date

FILED:

_____ _____

Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

March 23, 2021

Sally A. Paez Date
Assistant City Attorney

EXHIBIT

C

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
March 23, 2021

ITEM	ACTION TAKEN	PAGE(S)
Call to Order	5:30 pm	3
A. Roll Call	Quorum Present	3
B. Approval of Agenda	Approved as Amended	4
C. Approval of Minutes		
1. February 23, 2021	Approved as Amended	4
2. March 09, 2021	Approved as Amended	4
D. Findings of Fact & Conclusions of Law	Approved	4
E. Matters from the Public	Comments	4
F. Staff Communications	None	4
G. Old Business		
1. Case #2020-002954-HDRB 333 Sena Street	Approved	5-11
2. Case #2020-003198-HDRB 100 E. Water Street	Approved	11-18
H. New Business		
1. Case #2020-003248-HDRB 121 Aviation Dr.	Postponed	18-36
2. Case #2020-003283-HDRB 827 E. Alameda Street	Approved	36-38
I. Discussion Items 2021 Historic Preservation Awards Land Use Presentation		38-39
J. Matters From the Board	Comments	39
K. Next Meeting	Tuesday, April 13, 2021	39
L. Adjournment	Adjourned at 9:46 pm	39

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
March 23, 2021
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Fe Historic Districts Review Board was called to order by Cecilia Rios, Chair, on the Santa above date at approximately 5:30 p.m. at a virtual meeting held at https://www.youtube.com/watch?v=-nbJwfxc5Qo&t=11s.

A. ROLL CALL

Roll Call indicated the presence of a quorum as follows:

MEMBERS PRESENT:
Ms. Cecilia Rios, Chairwoman
Mr. Frank Katz, Vice Chair
Ms. Jennifer Biedscheid
Mr. John Bienvenu
Mr. Anthony Guida
Ms. Flynn G. Larson
Mr. Buddy Roybal

MEMBERS EXCUSED:

OTHERS PRESENT:
Ms. Nicole Ramirez Thomas
Mr. Daniel Schwab, Senior Planner
Ms. Angela Bordegaray, Senior Planner
Ms. Sally Paez, Assistant City Attorney
Ms. Melissa Byers, Stenographer

NOTE: All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file in the Historic Preservation Office and available on the City of Santa Fe Website.

B. APPROVAL OF AGENDA

MOTION: Member Bienvenu moved, seconded by Vice Chair Katz to approve the agenda.

VOTE: The motion passed by unanimous (6-0) roll call vote with Members Biedscheid, Bienvenu, Guida, Katz, Larson and Roybal voting in favor and none voting against.

C. APPROVAL OF MINUTES:

1. February 23, 2021

2. March 9, 2021

Member Bienvenu requested the following changes to the February 23rd minutes:

- on page 32, 3rd paragraph, 3 lines down add the word "was" before "non-conforming" to read: in the South Armijo Lane case that <u>was</u> nonconforming;
- the next sentence should read, "*in the case of a building*"; and
- in the last paragraph first sentence delete "applies".

Member Bienvenu requested the following change to the March 9th minutes: on page 29, middle of page referring to the garage should be "<u>Frank</u> just measured his at 9 feet."

Chair Rios requested the following change to the February 23rd minutes: on page 39, third paragraph "Chair Rios asked if the person…" delete the words <u>in regard to</u>.

Chair Rios requested the following change to the March 9th minutes under "Matters from the Board": there were question marks after "Chair Rios asked" and it should read, "Chair Rios asked <u>Ms. Paez</u> how close we are to having field trips."

MOTION: Vice Chair Katz moved, seconded by Member Larson to approve the HDRB Hearing Minutes of February 23, 2021 and March 9,2021, as amended.

VOTE: The motion passed by majority (4-0-2) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor, none voting against, and Members Guida and Roybal abstaining.

D. APPROVAL OF FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Case #2020-2975-HDRB. 918 Don Gaspar Avenue.
2. Case #2021-3048-HDRB. 555 San Antonio.
3. Case #2021-3197-HDRB. 555 San Antonio.
4. Case #2021-3185-HDRB. 1299 Canyon Road.
5. Case #2021-3199-HDRB. 1660 ½ D Cerro Gordo

MOTION: Member Bienvenu moved, seconded by Member Biedscheid to approve the Findings of Fact and Conclusions of Law as published.

VOTE: The motion passed by majority (4-0-2) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor, none voting against, and Members Guida and Roybal abstaining.

E. MATTERS FROM THE PUBLIC

Chair Rios limited public comment to two minutes.

Stefanie Beninato said she wanted to comment on the discussion of who represents the Board at hearings, appeals and City Council. Ms. Paez had presented an analogy about an appeal in court and how a Magistrate Court would not go to District Court. She wanted to clarify that a District Attorney would be the prosecutor and would go to District Court. The ordinance states the role of the City Attorney and says, "He shall serve as legal counsel to all boards, committees, and commissions of the city government." She noted Ms. Paez stated on the appeal on 203 E. Santa Fe Ave., that the City Attorney's office serves as legal counsel to the City's adjudicatory bodies and is never a party to the proceedings before the bodies. However, when the City Land Use Board conducts an adjudicatory proceeding, the City Attorney attends and advises and makes recommendations on law and a City attorney represents the City on an appeal of a final action. That means if there is an appeal from a Board action by an appellate owner, no one would be representing the Board. The owner would have their own interests at heart and would not know the history of the ordinance. She thought the Board should ask City Council to hire an outside attorney or historic preservation person to represent the Board, when the case is by an appellant who is the owner.

F. STAFF COMMUNICATIONS

None.

G. OLD BUSINESS

Chair Rios reminded applicants that if they disagree with the Board's decisions, they have 15 days from the approval of Findings of Fact to appeal.

She anticipated the City will ask to be removed from the lawsuit because relief is not asked for against the City. She thought the City is not an appropriate party, but they will have to wait to see the claims against the State.

K. NEXT MEETING: April 13, 2021

L. ADJOURNMENT

Chair Rios adjourned the meeting at approximately 9:46 pm,

Approved by:

Cecilia Rios, Chair

Submitted by:

Melissa D. Byers, Stenographer
For Byers Organizational Support Services

EXHIBIT

D

City of Santa Fe

Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

PROJECT DESC:

CASE NUMBER: 2021-003185--HDRB

PROJECT TYPE: Historic Status Review

LOCATION: 1299 CANYON RD
Santa Fe, NM 87501

CONTACTS:	Applicant	Sandra Donner	
	Property Owner	Julia Burt	1299 Canyon Santa Fe, NM 87501

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) acted on your request at their hearing on Mar 09, 2021. The decision of the Board was to approve the proposal with the conditions that:
1. the west (pedestrian) gate be constructed of wood and the eastern (vehicular) gate be not steel, but of coyote fence construction;
2. the height of the garage be lowered by 2 feet;
3. the wall along Canyon road be articulated every 25 feet.
Please submit revised plans reflecting these conditions to HPD staff for administrative approval.

For further information please call 505-955-6605.

Sincerely,

Daniel Schwab

NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerk's office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. **Please attach copies of this letter to all sets when submitting for construction permits.**

EXHIBIT

E

City of Santa Fe

AGENDA

HISTORIC DISTRICTS REVIEW BOARD
MARCH 09, 2021
5:30 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR VIRTUAL ATTENDANCE AND PUBLIC COMMENT:

In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Historic Districts Review Board meeting will be conducted virtually using Zoom.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/channel/UCuW5Fb7iWuKpTdsWYNDurgA. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

Attending on Zoom: Members of the public may attend the Zoom meeting on a computer, mobile device, or phone. The video conference link and teleconference number will be posted at https://santafe.primegov.com/public/portal at least seventy-two (72) hours before the meeting.. The direct Zoom link is: https://us02web.zoom.us/j/86766220699?pwd=UnJoemxXbUIvTDIzSXM5TzByZUR1QT09
and use password: **263172**.

Attending Zoom by Phone: Members of the public can attend the Zoom meeting by phone by dialing:
US: **(253) 215-8782** or **(346) 248-7799** or **(929) 205-6099**
Webinar ID: **867 6622 0699.**

Public Comment:
• By video: A person attending the Zoom meeting by video conference (using a computer, mobile device, or smart phone) may provide public comment during the meeting. Attendees should use the "Raise Hand" function to be recognized by the chair to speak at the appropriate time.
• By phone: A person attending the Zoom meeting by phone may provide public comment during the meeting. Phone attendees should press *9 to use the "Raise Hand" function to be recognized at the appropriate time.

City of Santa Fe

AGENDA

HISTORIC DISTRICTS REVIEW BOARD
MARCH 09, 2021
5:30 PM
ATTEND VIRTUALLY

• In writing: A person may submit written public comments by 5pm the Monday prior to the meeting via the virtual comment "button" at https://santafe.primegov.com/public/portal.

A. ROLL CALL

B. APPROVAL OF AGENDA

C. APPROVAL OF MINUTES:

D. APPROVAL OF FINDINGS OF FACT AND CONCLUSIONS OF LAW

E. MATTERS FROM THE PUBLIC

F. STAFF COMMUNICATIONS

G. OLD BUSINESS

1. Case #2020-002975-HDRB. 918 Don Gaspar Avenue. Martinez Architecture Studio, agent for Linda Banglis, owner, requests to remodel a non-contributing garage and restore its contributing status per 14-5.2(C)(2)(f). (Daniel Schwab, 955-6660, dnschwab@santafenm.gov)

2. Case #2021-003048-HDRB. 555 San Antonio Street. Downtown and Eastside Historic District. Design Solutions, agent for Barbara Wagner and Charles Palmer, owners, request primary façade designation on a contributing structure. (Angela Schackel Bordegaray, 955-6127, asbordegaray@santafe.gov)

City of Santa Fe

AGENDA

HISTORIC DISTRICTS REVIEW BOARD
MARCH 09, 2021
5:30 PM
ATTEND VIRTUALLY

H. NEW BUSINESS

1. Case #2021-003197-HDRB. 555 San Antonio Street. Downtown and Eastside Historic District. Design Solutions, agent for Barbara Wagner and Charles Palmer, owners, requests the addition of an 80 sq. ft. portal and a 60 ft. addition to a contributing structure. (Angela Schackel Bordegaray, 955-6127, asbordegaray@santafe.gov)

2. Case #2021-003198-HDRB. 100 E. Water Street. Downtown and Eastside Historic District. Curt Temple, agent for the City of Santa Fe Facilities Division, proposes to construct a Santa Fe Tourism kiosk and public restroom facility. (Nicole A. Ramirez Thomas/ Daniel Schwab, 955-6660, dnschwab@santafenm.gov)

3. Case #2021-003199-HDRB. 1660 ½ D Cerro Gordo. Downtown and Eastside Historic District. Bill Roth, agent for Michael Loftin, proposes a 423 sq. ft. addition on a non-contributing structure. (Angela Schackel Bordegaray, 955-6127, asbordegaray@santafe.gov)

4. Case #2021-003200-HDRB. 300 Garcia Street. Downtown and Eastside Historic District. Sandra Donner, agent for Megan Mullally, requests historic status review and designation of primary facades of building and yard walls. (Angela Schackel Bordegaray, 955-6127, asbordegaray@santafe.gov)

5. 2021-003185-HDRB. 1299 Upper Canyon Road. Sandra Donner, agent for Julia and Randall Burt, owners, proposes to construct a stucco yard wall to a height of 68 inches, a 482 sq. ft. garage to a height of 14 feet, gates and a trash enclosure. (Daniel Schwab, 955-6660, dnschwab@santafenm.gov)

I. DISCUSSION ITEMS

City of Santa Fe

AGENDA

HISTORIC DISTRICTS REVIEW BOARD
MARCH 09, 2021
5:30 PM
ATTEND VIRTUALLY

J. MATTERS FROM THE BOARD

K. NEXT MEETING: Tuesday, March 23, 2021

L. ADJOURN

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

RECEIVED AT THE CITY CLERK'S OFFICE
DATE: February 17, 2021
TIME: 4:32 PM

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
March 9, 2021

ITEM	ACTION TAKEN	PAGE(S)
Call to Order	5:30 pm	1
A. Roll Call	Quorum Present	1
B. Approval of Agenda	Approved as Amended	2
C. Approval of Minutes		
1. February 23, 2021	Postponed	2
D. Findings of Fact & Conclusions of Law	Approved	3-4
E. Matters from the Public	Comments	4
F. Staff Communications	Comments	4
G. Old Business		
1. Case #2020-002975-HDRB 918 Don Gaspar Avenue	Approved	5-14
2. Case #2021-003109-HDRB 128 West Berger Street	Postponed	15-18
3. Case #2021-003048-HDRB 555 San Antonio Street	Approved with Conditions	18-22
H. New Business		
1. Case #2021-3197-HDRB 555 San Antonio Street	Approved	22-25
2. Case #2021-003199-HDRB 100 E. Water Street.	Postponed	25
3. Case #2021-003199-HDRB 1660 ½ D Cerro Gordo.	Approved	25-27
4. Case #2021-003200-HDRB 300 Garcia street	Postponed	27
5. Case #2021-003185-HDRB 1299 Upper Canyon Road	Approved with conditions	27-35
I. Discussion Items	Comments	35
J. Matters From the Board	Comments	35-36
K. Next Meeting	Tuesday, March 23, 2021	36
L. Adjournment	Adjourned at 10:54 pm	37

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
March 9, 2021
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Historic Districts Review Board was called to order by Cecilia Rios, Chair, on the above date at approximately 5:30 p.m. at a virtual meeting held at https://www.youtube.com/user/cityofsantafe.

A. ROLL CALL

Roll Call indicated the presence of a quorum as follows:

MEMBERS PRESENT:
Ms. Cecilia Rios, Chairwoman
Mr. Frank Katz, Vice Chair
Ms. Jennifer Biedscheid
Mr. John Bienvenu
Ms. Flynn G. Larson

MEMBERS EXCUSED:
Mr. Anthony Guida
Mr. Buddy Roybal

OTHERS PRESENT:
Mr. Noah Berke, Planner Manager and Staff Liaison
Ms. Nicole Ramirez Thomas, Liaison
Mr. Daniel Schwab, Senior Planner
Ms. Angela Bordegaray, Senior Planner
Ms. Sally Paez, Assistant City Attorney
Mr. Carl Boaz, Stenographer

NOTE: All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file in the Historic Preservation Office and available on the City of Santa Fe Website.

B. APPROVAL OF AGENDA

Ms. Ramirez Thomas asked to move Old Business Case #2, 2021-003048 to Case #3 under Old Business. Also, to postpone Case #2021-003200 to March 23, 2021 to allow the applicant to provide additional information.

MOTION: Vice Chair Katz moved, seconded by Member Larson to approve the agenda as amended.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Biedscheid, Bienvenu, Katz, and Larson voting in favor and none voting against.

C. APPROVAL OF MINUTES: Postponed

1. February 23, 2021

D. APPROVAL OF FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Case #2020-002813-HDRB. 27 Anita Place.
2. Case #2020-002916-HDRB. 481 Arroyo Tenorio.
3. Case #2020-001979-HDRB. 613 Canyon Road.
4. Case #2021-003109-HDRB. 128 West Berger.
5. Case #2021-003111-HDRB. 314 North Guadalupe Street.
6. Case #2021-003114-HDRB. 630 Canyon Road.
7. Case #2021-003113-HDRB. 324 Staab Street.
8. Case #2021-003119-HDRB. 331 De Vargas Street.

MOTION: Vice Chair Katz moved, seconded by Member Larson to approve the Findings of Fact and Conclusions of Law.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Biedscheid, Bienvenu, Katz and Larson voting in favor and none voting against.

MOTION: Case #2021-003199-HDRB. 1660 ½ D Cerro Gordo, Member Katz moved to approve the application as submitted, seconded by Member Larson.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Biedscheid, Katz, Bienvenu and Larson voting in favor and none voting against.

4. Case #2021-003200-HDRB. 300 Garcia Street. Downtown and Eastside Historic District. Sandra Donner, agent for Megan Mullally, requests historic status review and designation of primary facades of building and yard walls. (Angela Schackel Bordegaray, 955-6127, asbordegaray@santafe.gov) POSTPONED

This Case remained postponed.

5. 2021-003185-HDRB. 1299 Upper Canyon Road. Sandra Donner, agent for Julia and Randall Burt, owners, proposes to construct a stucco yard wall to a height of 68 inches, a 482 sq. ft. garage to a height of 14 feet, gates and a trash enclosure. (Daniel Schwab, 955-6660, dnschwab@santafenm.gov)

Mr. Schwab presented the report.

STAFF REPORT

BACKGROUND & SUMMARY:

1299 Canyon Road is a single-family residential structure constructed in a Spanish Pueblo Revival Style in 1973 with non-contributing historic status to the Downtown and Eastside Historic District. The property currently has a coyote fence directly along the street.

The applicant proposes the following items:

1. Removal of the existing coyote fence along the east and south side of the property.
2. Partial removal of stucco yard wall along Canyon Road; western edge of property.
3. Construction of a new stucco yard wall to the maximum allowable height of 5 feet 8 inches at the western edge of property along Canyon Road.

4. Construction of a stucco yard wall to replace coyote fence at eastern edge of property at Canyon Road and running north along shared drive.
5. A new oxidized steel pedestrian gate to a height of 5 feet at new parking area on the western edge along Canyon Road.
6. New flagstone step configuration at inside of property, western edge of property along Canyon Road and reconfigured moss rock walls at new steps.
7. New low moss rock planter wall at eastern edge of property at Canyon Road and running north along shared drive.
8. Construction of a new garage to a height of 14 feet. The maximum allowable is 16 feet 8 inches. It includes a trash enclosure. The garage door will match the oxidized steel gates. Headers above doors will the match the light natural wood color of the existing headers at the existing carport and house.
9. A new vehicular gate along eastern shared driveway, of oxidized steel.
10. Stucco the entire house, yard walls, carport and garage with El Rey "Twig."

STAFF RECOMMENDATION:

Staff recommends approval of the proposed project and finds that the application complies with Section 14-5.2(D) General Design Standards for all H Districts and 14-5.2(E)(2) Downtown and Eastside Design Standards, Recent Santa Fe Style

QUESTIONS FOR STAFF

Chair Rios asked the length of the garage.

Mr. Schwab replied it is about 20 feet on each side so the wall will go about 14 feet. It is the rear portion of the garage.

Member Katz asked to see the same view from the other corner. It wouldn't be 14 feet there because it is lower. He was concerned about the height and wondered why it couldn't be dropped about 2 feet. It would be no different and they wouldn't have a large imposing wall.

Mr. Schwab replied they would probably have to construct the building below natural grade.

Member Katz said they are doing that. He asked why it had to be 14 feet high and so visible from Canyon Road. He indicated concern about a tree he thought was large enough to be protected. He asked what will happen to that.

Mr. Schwab believed the diagram shows the tree will be preserved.

Member Katz asked about the telephone pole on the west end of the property, that is in the middle of the parking area. Something should be happening with that. he also asked about the drainage problem where the wall curves in. A large puddle forms there every time it rains.

Mr. Schwab replied he did not know.

Member Bienvenu asked about the entry gate and garage door. The existing gate is very simple and has no historic significance, but it is significant of the area. The oxidized steel detailing on the gate is not harmonious with the area. He asked the part of the ordinance that addresses gate materials.

Mr. Schwab said it is under the General Design Standards and the Downtown and Eastside Design Standards, in addition to Wall standards. He would have to read them in more detail to answer the question.

Member Bienvenu asked when reviewing an application like this with a treatment for gates, what is the process to determine whether the gate treatment conforms.

Mr. Schwab replied it would be to look at the aforementioned standards.

Member Bienvenu said he saw nothing specifically that addressed that. It might be implied within the overall provisions of the intent to be harmonious with the existing historical structures on the Eastside. He said he would appreciate knowing if there is something more specific.

Chair Rios asked if the proposed vehicular gate is solid or could be seen through.

Mr. Schwab suggested asking the applicant for a more precise description.

Member Biedscheid said there are requirements for the new wall. The Wall and Fence guidelines require the height be modulated every 25 feet and the plane changed every 50 feet. It recommends vehicular gates be set back. She asked if Mr. Schwab knew if the gate is set back, or should she ask the applicant.

Mr. Schwab replied he didn't know the length of the wall. He displayed the existing wall and noted that the garage is 20' of the new wall.

Member Biedscheid asked if he interpreted the incorporation of the garage as part of the wall or considered it a separate building not subject to the length of the wall.

Mr. Schwab had no answer but thought visually it looked to be part of the wall.

Member Biedscheid agreed.

Mr. Schwab said essentially it is a structure that adjoins a wall with the appropriate setbacks and does meet zoning requirements.

APPLICANT PRESENTATION

Sandra Donner, 1611 Paseo de Peralta, was sworn in.

Ms. Donner said the utility pole and drainage problems are beyond the applicant's control. On the PNM utility pole, they have tried for about five months to get a meeting with PNM, and it was assigned to an engineer yesterday. They are looking at relocating the pole to the west, but PNM could hold up the project excessively. The parking space at the west side of the property is dangerous. It is at a curve in the road and visibility is dangerous with the coyote fence and silver lace. The owner wants to make an attractive and much safer parking space.

Ms. Donner said the puddle was brought to the attention of the City Attorney's office and drainage is a City issue. The drainage in the middle of Canyon Road is inappropriate and poorly sloped. She has photo documentation from Friday showing an excessive amount of water filtration into the wall and property from the street. It is a legal issue that has nothing to do with her clients but was brought to the City's attention.

The actual height of the garage is only 9' above grade because the property is six feet below Canyon Road. Having a 14 feet tall garage leaves only a parapet and the interior is about 11 feet, 5 inches. It is possible to reduce it, but it meets zoning requirements and is 2' 8" below the HDRB requirements. She was willing to consider the Board's suggestions but felt this met the requirements.

The vehicular gate is solid, and the house is barely visible. On the oxidization of the steel gates, in the historic district it is quite common. She was given examples in the packet and one is at the corner of Camino Pequeño and Palace.

Ms. Donner said the height of the garage and wall height on the SE elevation is a very common occurrence along Canyon Road. Continuing eastward there are multiple properties where the intersection of yard walls and building walls are common and considerably taller. The new wall is less than 50 feet, and the garage wall is 21 feet.

She said the plan is to save the tree mentioned but it may not be possible. The property is covered with mature trees and no matter where the garage is put they will disturb a tree. That tree is the only one over a 6 inch caliber in the corner and if it has to be removed it will be approved by the City.

QUESTIONS FOR THE APPLICANT

Member Larson asked if the Applicant was amenable to another material for the gate. She found the steel material harsh in this district.

Ms. Donner stated her clients are set on that material. Also, a gate that size other than steel would not make sense for durability. She personally liked something that weathers through time and found it a more pleasant material. She pointed out that the low moss rock walls along the driveway easement on the southeastern corner of Canyon Road will be fully planted. That will soften the landscape on the gate and the walls in the corner where the garage is and create a perception of indention on the gate.

Member Larson said it would be helpful if she could see other similar gates in the area. She wasn't comfortable with it in this area.

Member Biedscheid asked, which of the walls of the façade could be seen from Canyon Road.

Ms. Donner replied you could see the south wall. The east is on what may be an easement.

Member Biedscheid confirmed that the proposed steel gate is not on the street. She asked if there is modulation in height or a plane change of the new section of wall.

Ms. Donner replied there is none in the new section, it matches the heights of the wall where the stucco wall stops then goes up at the garage. She was amenable to doing a step up or down depending on the height requirements. the property been slightly, and pilasters will be at the gate. She was willing to step up or step down to meet wall guideline heights. The height of the wall there is 64" and it could easily step up another 4 inches and be comparable to the existing step in the wall.

Member Katz said the drainage problem was because work was done where they dug down and water ran to the west into the Arroyo and got filled in with dirt. The drainage problem could be handled on the property.

Ms. Donner added not just the wall, but the water also rushes down the road and hits the wall there.

Member Katz said the problem is the drains are in the middle of the street.

Ms. Donner agreed and there is no slope. The road is improperly sloped and has been a huge drainage problem for years. The owners want to make it better, but the City does need to re-slope at some point.

Member Katz commented that the only steel gate is the Mayor's opposite the garage, and you can see through it. He asked why they couldn't they do a coyote fence on a steel frame.

Ms. Donner replied she didn't believe it goes with the property and she is not doing anything against the historical desires of the area. She doesn't want a coyote fence and thought it would be unattractive. And the owners do not want an open gate because they have dogs and privacy concerns. She offered to talk to the owners but is confused. She said there are a considerable number of steel gates in the historic Downtown and Eastside and wasn't sure why this is an issue. The owners want to take a lovely property, that is not contributing, and clean it up. They are not making it ultramodern, and they want to build with materials that will endure and are harmonious in color and with the area.

Member Katz replied the pushback she is hearing is there may be steel gates in other parts, but the Board is charged with ensuring what is constructed is harmonious with the streetscape.

Ms. Donner responded that a vehicular gate is really not part of the streetscape.

Chair Rios said the gate will be down the driveway. She asked how far the gate is from Canyon Road.

Ms. Donner replied the beginning of the gate is 45' off the property line.

Member Katz noted the gate was very visible from Canyon Road.

Ms. Donner responded the Google camera showing the area is 12' in the air.

Member Katz said it is still visible.

PUBLIC COMMENT

Ms. Beninato (previously sworn) agreed the gate is not compatible. Coyote fencing would be compatible and when on steel frames can last a long time and keeps dogs in. She didn't think the tree would survive because it will be too close to the garage. If it met the setback, you would see a lower wall and then the building. The building is right at the property line because the drawing appears to have a thick wall on the corner. If there was a yard wall and then the garage, it would visually make the garage less dominant. It is too massive and is right on the street and she supports the step up or step down. The gate example used is at Alameda which is quite a distance. There are no solid steel gates in this area.

Mr. Schwab responded to the question on the lot line, pointing out that the structure is the required seven feet back from the lot line.

John Eddy, 227 E. Palace Ave., Santa Fe, was sworn. He asked the interior ceiling height of the garage.

Ms. Donner replied will be about 11' 6 inches.

Mr. Eddy said he has measured his garage, and it is about 9 feet. It made no sense to him to have a ceiling that high and it drives the massing that is objected to. The removal of the coyote fencing coupled with steel gates is inappropriate in this section of the streetscape and an erasure of the vernacular. There needs to be some wooden element, which Upper Canyon Road has always had. He does not approve with all of that being erased and replaced with oppressive massing.

Ms. Donner said she was willing to lower the garage height and in general thought garage ceilings are too low. Her clients would like to have a lot of storage. She offered to lower the ceiling to 7 1/2 foot, the maximum is 68 1/2 inches. She noted the many contradictions on the fencing.

The existing coyote fence is over 8 feet tall in multiple locations and when in preliminary zoning was told her clients would be cited for excessive height of the fence. She understands the desire for vernacular. The wall will not be sitting on the street, it will be planted between the 5 foot moss rock wall and the garage. That whole edge will be softened with plantings as well.

Chair Rios confirmed there will be plantings outside of the wall.

Ms. Donner pointed out on screen all of the areas to be planted.

Chair Rios asked if correct that the pedestrian gate was proposed oxidized steel.

Ms. Donner explained the owner's desire was for the vehicular and pedestrian gates and the trash enclosure to be in steel.

Member Katz asked about what was next to the garage. He was told it was a trash enclosure and the other side is storage. He said if the storage weren't there she would not lose the tree.

Ms. Donner thought that was still questionable.

MOTION: In Case #2021-003185-HDRB. 1299 Upper Canyon Road, Member Katz moved to approve the application with conditions. 1) That the gate proposed as steel, on the west side of parking be a wooden gate and the vehicular gate on the east side be other than steel, preferably a coyote fence. 2) That the garage ceiling as proposed be lowered by two feet making it 7 foot high at the corner. Member Bienvenu seconded the motion.

Discussion on the Motion:

Mr. Schwab asked Member Katz to repeat the condition for the vehicular gate.

Member Katz repeated his motion that the gate not be steel, but a coyote type fence and the pedestrian gate be a wooden gate.

Member Biedscheid suggested a friendly amendment that an additional condition be the wall along Canyon Road be modulated in height at the architect's discretion, but at least every 25 feet.

Member Katz accepted the amendment.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Biedscheid, Katz, Bienvenu and Larson voting in favor and none voting against.

Chair Rios commented that a coyote fence makes a different impact than a wall.

Member Katz asked about a wall being built on Camino del Monte Sol, that has not been before the Board. It appears to be more than 4' high. He offered to get the address.

Chair Rios asked if staff had approved it.

Ms. Ramirez Thomas said she would follow up.

K. NEXT MEETING: Tuesday, March 23, 2021

L. ADJOURN

Chair Rios adjourned the meeting at approximately 10:54 pm,

Approved by:

Cecilia Rios

Cecilia Rios, Chair

Submitted by:

Carl Boaz
Carl Boaz (Jun 16, 2021 17:13 MDT)

Carl Boaz, Stenographer
For Carl G. Boaz, Inc.

EXHIBIT

F

City of Santa Fe

Land Use Department | Historic Preservation Division

Plan Number: 2021-003185--HDRB

Project Description:

Project Location(s): 1299 CANYON RD
Santa Fe, NM 87501

Contacts:

Property Owner: Julia Burt
1299 Canyon
Santa Fe, NM 87501

Applicant: Sandra Donner sandra@surroundings.studio

Historic District: HD: Downtown And Eastside

Historic Building Status:

Non-Statused: False Non-Contributing: False Contributing: False Significant/Landmark: False

Primary Elevations:

Publicly Visible Facade-East: Yes

Publicly Visible Facade-North: No

Publicly Visible Facade-South: Yes

Publicly Visible Facade-West: No

Historic District Inventory Number:

Year of Construction:

Project Type: Historic Status Review

Historic Building Name:

City of Santa Fe, New Mexico

memo

DATE: March 9, 2021

TO: Historic Districts Review Board Members

FROM: Daniel Schwab, Senior Planner, Historic Preservation Division

---

Case # 2020-003185-HDRB

Address: 1299 Canyon Road
Historic Status: Non-contributing
Historic District: Downtown and Eastside

REFERENCE ATTACHMENTS (Sequentially):

CITY SUBMITTALS

____ District Standards & yard wall & fence standards.

__x__ Historic Inventory Form

__x__ Preliminary Zoning Review Sheet

____ Other:

APPLICANT SUBMITTALS

__x__ Proposal Letter

__x__ Site Plan/Floor Plan

__x__ Elevations

__x__ Photographs

____ Other:

STAFF RECOMMENDATION:

Staff recommends approval of the proposed project and finds that the application complies with Section 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

BACKGROUND & SUMMARY:

1299 Canyon Road is a single-family residential structure constructed in a Spanish Pueblo Revival Style in 1973 with non-contributing historic status to the Downtown and Eastside Historic District. The property currently has a coyote fence directly along the street.

The applicant proposes the following items:

1. Removal of the existing coyote fence along the east and south side of the property.
2. Partial removal of stucco yard wall along Canyon Road; western edge of property.
3. Construction of a new stucco yard wall to the maximum allowable height of 5 feet 8 inches at the western edge of property along Canyon Road.
4. Construction of a stucco yard wall to replace coyote fence at eastern edge of property at Canyon Road and running north along shared drive.
5. A new oxidized steel pedestrian gate to a height of 5 feet at new parking area on the western edge along Canyon Road.
6. New flagstone step configuration at inside of property, western edge of property along Canyon Road and reconfigured moss rock walls at new steps.
7. New low moss rock planter wall at eastern edge of property at Canyon Road and running north along shared drive.
8. Construction of a new garage to a height of 14 feet. The maximum allowable is 16 feet 8 inches. It includes a trash enclosure. The garage door will match the oxidized steel gates. Headers above doors will the match the light natural wood color of the existing headers at the existing carport and house.
9. A new vehicular gate along eastern shared driveway, of oxidized steel.
10. Stucco the entire house, yard walls, carport and garage with El Rey “Twig.”

NEW MEXICO HISTORIC BUILDING INVENTORY FORM H1175

building threatened?	surveyed	county	ID no.
yes	date 28-6-83 by mb	Santa Fe	051600464

field map	number	UTM reference	easting	northing
Santa Fe, New Mexico	1	zone 12 13		

location description: 1299? Canyon

city/town: Santa Fe

~~land grant/reservation~~

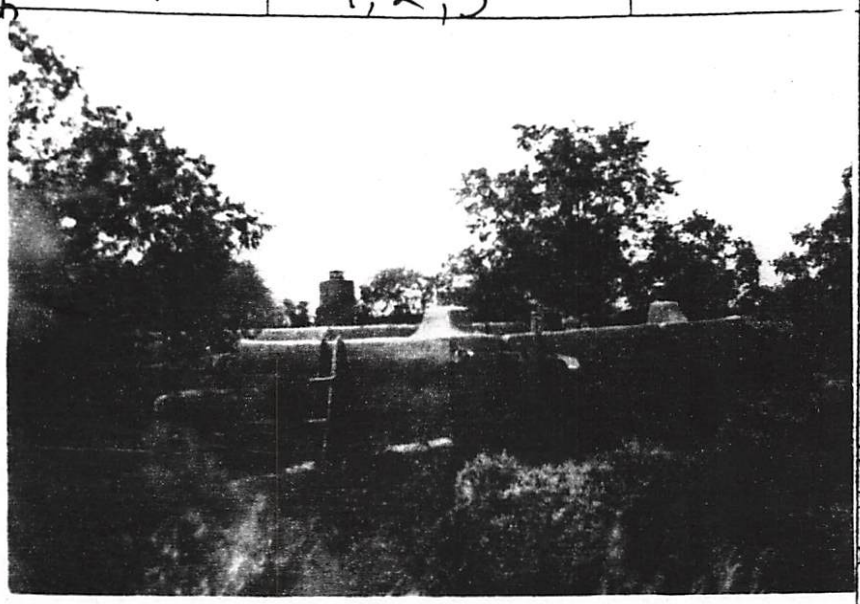
building name:

legal description: tnsp 17 N range 10 E sec 29 NW¼ NW¼

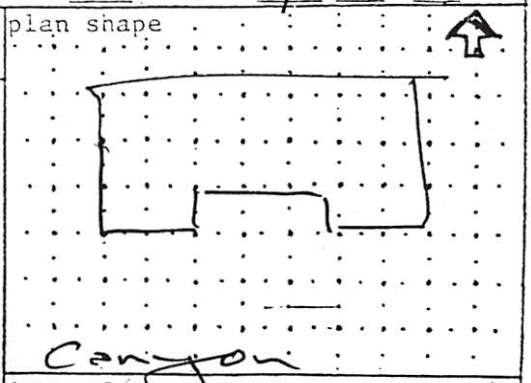
film roll by mb no. 21

negative nos. 1, 2, 3

loc. of neg. HPB



plan shape



date of construction: ~~1965~~ estimate early 1970s 1973* actual

source: * Property owner DR

use
present residential
other
historic residential
other

condition
___ excellent X good
___ fair ___ deteriorating

style: Pueblo Revival

foundation material: Not vis

wall material/surface: Stucco

degree of remodeling
X minor ___ moderate ___ major
describe:

architectural features: Most of house not visible fr. street
Windows - ~~4/4~~ wood double hung, lintels exposed
5 masonry chimneys - one extended w masonry 4 cap
canales - wood

built by owners - Lynette & George Woolivers

surroundings: Residential

relationship to surroundings
X similar ___ not similar

district potential
___ yes ___ no ?

significance
___ eligible ___ of ___ none
if eligible interest

comments
wall - adobe
hedge
wire fence
wood fence
landscape
street trees
stone curb
0 setback
acequia

Streetscape

why?

associated buildings? yes
what type?

if inventoried, list ID nos.

* published in Virginia Gray, 1976
Mud, Space, and Spirit: Handmade Adobes

see back? yes

Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

To Be Completed By Applicant:	**Site Address:**
Date Submitted: 02/03/2021	1299 CANYON ROAD
Property Owner of Record: JULIA AND RANDALL BURT	**Proposed Construction Description:** NEW YARD WALLS, GARAGE AND GATES
Applicant/Agent Name: SANDRA DONNER	
Contact Person Phone Number: ( ) 505-603-6068	**TOTAL ROOF AREA:** 4697

Zoning District: R2

Overlay: ☐ Escarpment _____
☐ Flood Zone*
☒ Other: HISTORIC DOWNTOWN & EASTSIDE

Submittals Reviewed with PZR:
☒ Legal Lot of Record ☐ Development Plan ☒ Building Plans
☒ Existing Site Plan ☒ Proposed Site Plan ☒ Elevations

Supplemental Zoning Submittals Required for Building Permit:
☐ Zero Lot Line Affidavit

Access and Visibility: ☐ Arterial or Collector**
☐ Visibility Triangle Required

Use of Structure: ☒ Residential
☐ Commercial Type of Use: _____

Terrain: ☐ 30% slopes_____

* Requires an additional review conducted by Technical Review Division.
** Requires an additional review conducted by the Traffic Engineering Division.

Lot Coverage : 22 %
☐Open Space Required:_____

Setbacks:
Proposed Front: 7'-0" Minimum: 7'0"
2nd Front? _____
Proposed Rear: NA Minimum: _____
Proposed Sides: L___ R 5'-0" Minimum: 5'-0"

Height: Proposed 14'-0"
Maximum Height: 16'-8" or
☒ Regulated by Historic Districts Ordinance
☐ Regulated by Escarpment District

Parking Spaces:
Proposed_____ Accessible_____
Minimum:_____

Bicycle Parking:**
Proposed:_____ Minimum:_____
** Commercial Requirement

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

Sandra Donner [☐OWNER ☒APPLICANT ☐AGENT]
PRINT NAME

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

02/03/2021

SIGNATURE **DATE**

To Be Completed By City Staff:

Additional Agency Review if Applicable:
☐ Escarpment Approval by _____ Date: ___/___/___
☐ Flood Plain Approval by _____ Date: ___/___/___
☐ Traffic Engineering Approval by _____ Date: ___/___/___
Notes: _____

Zoning Approval:
☐**Preliminary Approval** ☐**with conditions** ☐ **Rejected**
Comments/Conditions:_____
_____

REVIEWER: _____ **DATE:** ___/___/___

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.

surroundings
landscape
architecture
urbanism

10 February 2021

To: Mr. Daniel Schwab
Historic Districts Review Board
From: Sandra Donner
Re: 1299 Upper Canyon Road - Proposal Letter

Julia and Randall Burt, owners of 1299 Canyon Road, a non contributing residence, are requesting a review and approvals of the following proposed changes nd additions to their property. A yard wall, maximum, height calculation was done and determined to be 68". A maximum building wall height calculation was done and determined to be 16'-8".

1. Removal of the existing coyote fence yard wall along the east and south side of their property.
2. Partial removal of stucco yard wall along Canyon Road; western edge of property
3. New stucco yard wall (68" max) at western edge of property along Canyon Road; new stucco yard wall to replace coyote fence at eastern edge of property at Canyon Road and running north along shared drive.
4. New oxidized steel pedestrian gate at new parking area, western edge of property along Canyon Road.
5. New flagstone step configuration at inside of property, western edge of property along Canyon Road. Reconfigured moss rock walls at new steps.
6. New low moss rock planter wall at eastern edge of property at Canyon Road and running north along shared drive.
7. New garage (14'-0") and trash enclosure. Garage door to match oxidized steel gates. Headers above doors to match color of existing headers at existing carport and house.
8. New vehicular gate along eastern shared driveway. Oxidized steel.
9. Entire house, yard walls, carport and garage to be stuccoed with El Rey Twig.
10. New bronze, in wall, mailbox.

Exhibits:
Materials
Existing Photographs
Existing and Proposed Plans
Existing and Proposed Elevations

1611 paseo de peralta
santa fe, nm 87501
t: 505 982 3454
f: 866 638 4578
www.thesurroundings.com



A EXISTING SITE PLAN

NORTH

0 5 10 20

SCALE: 1"=10'

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landscape
architecture
urbanism

1611 Paseo de Peralta
Santa Fe, NM 87501

t: 505 982 3454
www.surroundingsstudio

DESIGN DEVELOPMENT DOCUMENTS

REVISIONS:

NO.	DATE	NOTE

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BURT RESIDENCE

1299 UPPER CANYON RD
SANTA FE, NM 87501

SCALE:	AS NOTED
DATE:	DAY FEBRUARY 2021
PROJECT:	1455
DRAWN BY:	SD

EXISTING PLAN

A.001



B PROPOSED SITE PLAN

NORTH 0 5 10 20 SCALE: 1"=10'

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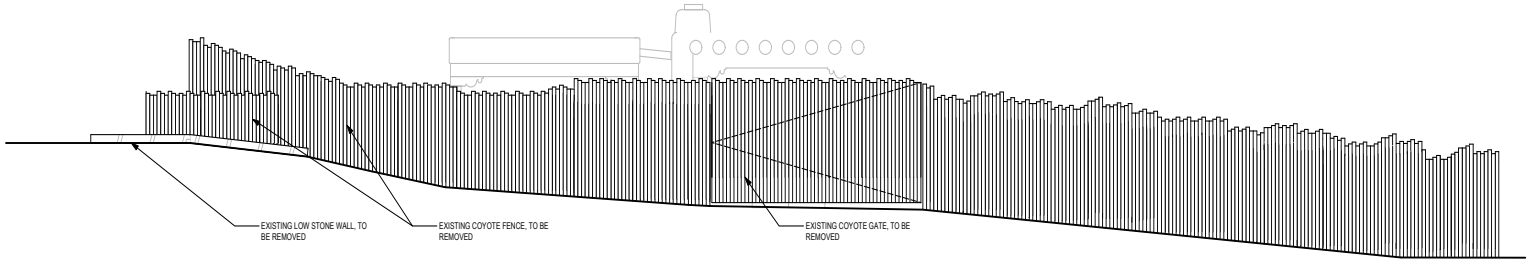
BURT RESIDENCE

1299 UPPER CANYON RD
SANTA FE, NM 87501

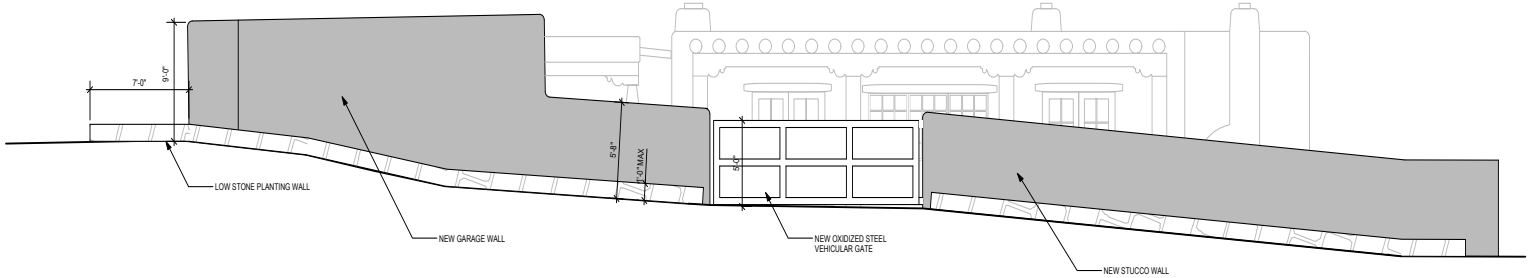
SCALE:	AS NOTED
DATE:	DAY FEBRUARY 2021
PROJECT:	1455
DRAWN BY:	SD

PROPOSED PLAN

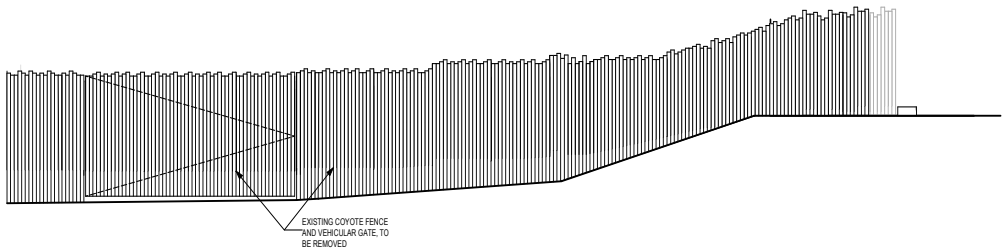
A.002



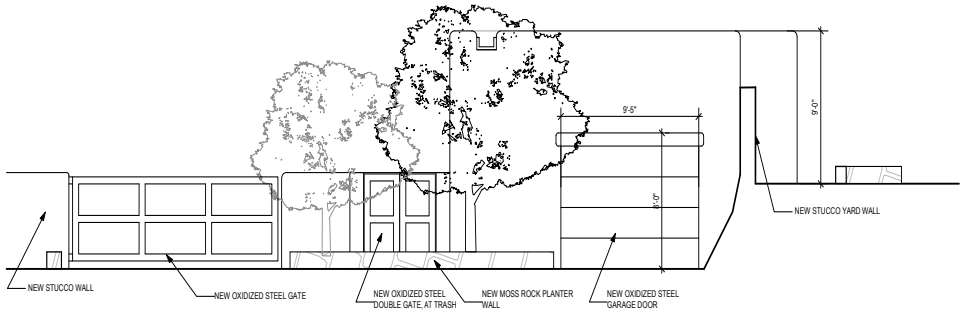
1A EXISTING ELEVATION - EAST



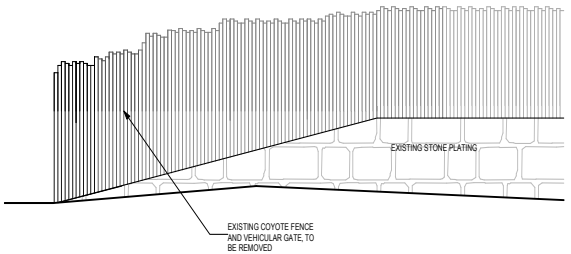
1B PROPOSED ELEVATION - EAST



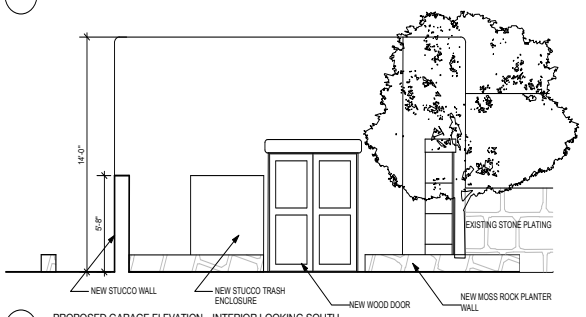
2A EXISTING ELEVATION - INTERIOR LOOKING EAST



2B PROPOSED GARAGE ELEVATION - INTERIOR LOOKING EAST



3A EXISTING ELEVATION - INTERIOR LOOKING SOUTH



3B PROPOSED GARAGE ELEVATION - INTERIOR LOOKING SOUTH

0 2 4 8'
SCALE: 1/4"=1'

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Santa Fe, NM 87501

t: 505 982 3454
www.surroundingsstudio

DESIGN DEVELOPMENT DOCUMENTS

REVISIONS:

NO	DATE	NOTE

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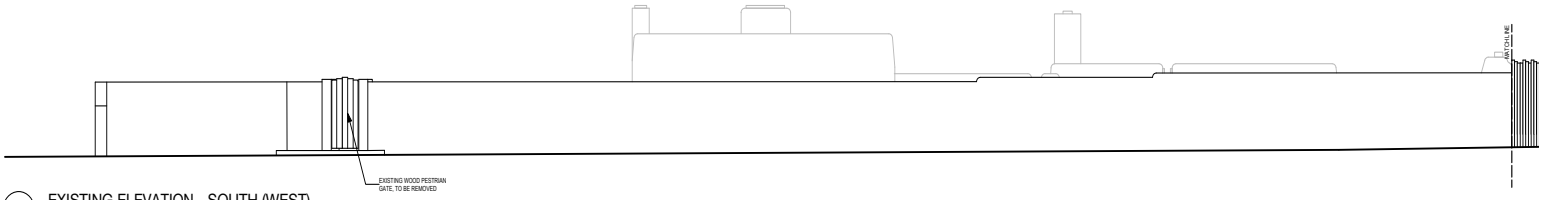
BURT RESIDENCE

1299 UPPER CANYON RD
SANTA FE, NM 87501

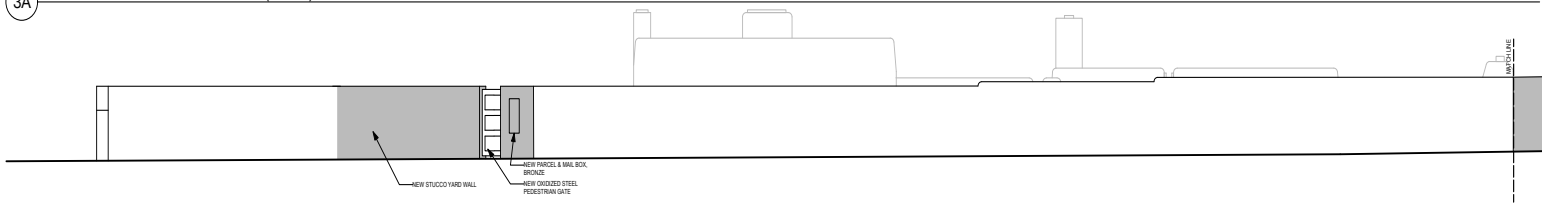
SCALE:	AS NOTED
DATE:	DAY FEBRUARY 2021
PROJECT:	1455
DRAWN BY:	SD

ELEVATIONS

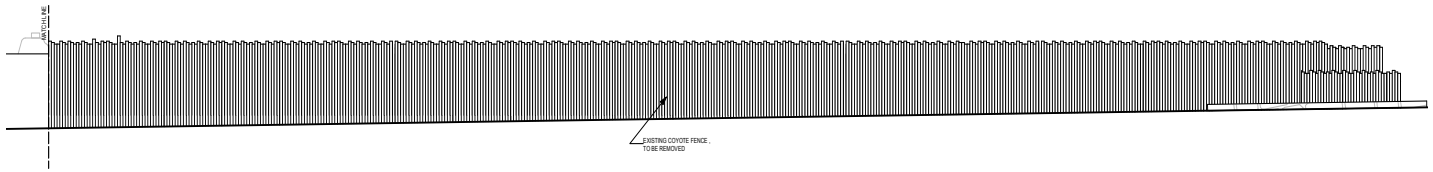
A.003



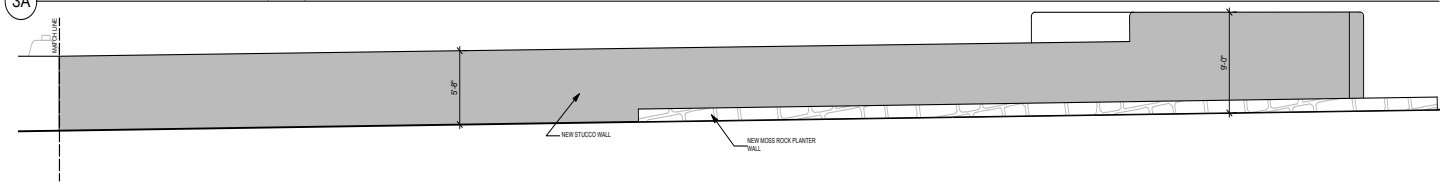
3A EXISTING ELEVATION - SOUTH (WEST)



3B PROPOSED ELEVATION - SOUTH (WEST)



3A EXISTING ELEVATION - SOUTH (EAST)



3B PROPOSED ELEVATION - SOUTH (EAST)

0 2 4 8'

SCALE: 3/16"=1'

surroundings
landscape
architecture
urbanism

1611 Paseo de Peralta
Santa Fe, NM 87501

t: 505 982 3454
www.surroundings.studio

DESIGN DEVELOPMENT DOCUMENTS

REVISIONS:

NO	DATE	NOTE

NOT FOR CONSTRUCTION

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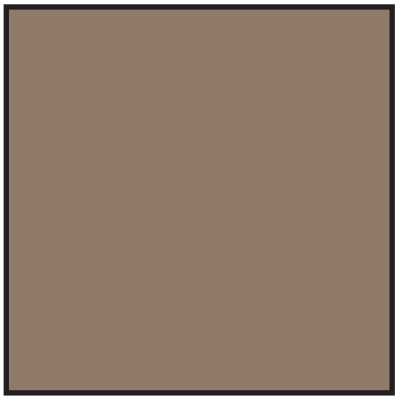
BURT RESIDENCE

1299 UPPER CANYON RD
SANTA FE, NM 87501

SCALE:	AS NOTED
DATE:	DAY FEBRUARY 2021
PROJECT:	1455
DRAWN BY:	SD

ELEVATIONS

A.004



EL REY "TWIG" STUCCO



WOOD HEADER



BRONZE BUILT IN MAILBOX



RUSTED (OXIDIZED)STEEL



RUSTED (OXIDIZED)STEEL



BUILT IN MAILBOX



STONE PLANTER EDGE



FLAGSTONE



RUSTIC RANCH PAVERS

MATERIALS



EXISTING PEDESTRIAN ENTRY AND PARKING AREA



EXISTING STUCCO WALL RUNNING EAST FROM PEDESTRIAN GATE



EXISTING STUCCO WALL TO COYOTE FENCE TRANSITION



EXISTING COYOTE FENCE AND MAILBOX AT EASTERN PROPERTY EDGE

SOUTH ELEVATIONS (ALONG CANYON ROAD)



EXISTING COYOTE FENCE AND GATE AND DRIVEWAY EASEMENT (SOUTH)



EXISTING COYOTE FENCE AND GATE AND DRIVEWAY EASEMENT (NORTH)

EAST ELEVATIONS (EASEMENT)

EXHIBIT

G

HISTORIC DISTRICTS REVIEW BOARD APPLICATION

PROJECT LOCATION: 1299 Upper Canyon Road

HISTORIC DISTRICT: Downtown & Eastside [X] Don Gaspar Area [ ] Westside-Guadalupe [ ]
(from attached map) Historic Transition [ ] Historic Review [ ] Landmark (outside of historic districts) [ ]

PROJECT PROPOSAL: New Stucco yard wall, new steel gates, new garage, new trash area

CONSTRUCTION COST: $ 60,000

BASE FEE: $ 300 + **EXCEPTION: $**_____ + **POSTER: $25** **=TOTAL:** $ 325

(base fee = ½ of 1% of construction cost, not to exceed $2,000 and not less than $250)

(each exception has an additional fee of $350)($25 per poster with one (1) poster per street frontage)

OWNER: Julia and Randall Burt **PHONE #: 760-340-0034**

MAILING ADDRESS:1299 Upper Canyon Road

CITY, STATE, ZIP CODE:Santa Fe NM 87501

EMAIL: julia@bclawgroup.com , randall.burt@yahoo.com

AGENT: Sandra Donner **PHONE #: 505-603-6068**

MAILING ADDRESS: 1611 Paseo de Peralta

CITY, STATE, ZIP CODE: Santa Fe NM 87501

EMAIL:sandra@surroundings.studio

PREAPPLICATION MEETING: Date:July 28th, 2020_ Case Planner: Daniel Schwab

---

AFFIDAVIT TO AUTHORIZE SOLE AGENT

I am,/We are the owner(s) and record title holder(s) of the property located at:

1299 Upper Canyon Road

I/We authorize Sandra Donner to act as my/our agent to execute this application.

Signed: _____ Date: 02/10/2021

Printed Name: Julia Burt

EXHIBIT

H

WALL AND FENCE GUIDELINES
SANTA FE HISTORIC DISTRICTS

[ADOPTED 24 AUGUST 1999]

Purpose and intent: These guidelines are offered to promote continuity and harmony of design elements that comprise streetscape in the Santa Fe Historic Districts, including, but not limited to walls, fences, open space and landscaping and their connectivity to the primary structures(s) on the property and the physical character of the street or public façade of the property. These guidelines are consistent with the purpose and intent, and standards in the Historic Districts Ordinance [Section 14-70 SFCC 1987].

SCALE:

Walls should not extend for more than 50 feet in a single, horizontal plane without a plane change of at least one foot.

Wall heights should modulate a minimum of 8 inches, or one block course, at least every 25'.

Walls should include openings such as gates, windows and nichos at appropriate intervals.

Walls and fences in excess of 4 feet in height and having street frontage or visibility shall be brought to the HDRB for review and approval prior to submission for building permit review. Where there is a conflict between this guideline and the allowable height as calculated under Section 14-70.20 SFCC 1987, the latter shall prevail. [This supersedes the HDRB's 8/13/96 policy requiring the same for walls or fences in excess of 3 feet in height. It encourages the construction of lower privacy walls that still allow the structure on the site to make a contribution to the streetscape, and provide for a view shed into the property. This is recommended in response to the proliferation of inappropriately high yard walls that have been and are being constructed throughout the city's historic districts, causing an impact on the historic and visual character of the historic districts.]

Wall heights should be carefully regulated by the HDRB standards as calculable for the particular streetscapes [Section 14-70.20 SFCC 1987]; and should be restricted so as not to increase the allowable height for the streetscape by more than 20%.

Solid fences should be stepped back and modulated the same as walls.

Fences with fenestration, such as coyote fences, may continue in an unrestricted horizontal distance at the same height and in the same horizontal plane.

SETBACK:

Unfenestrated walls and fences (e.g. cedar stake, ponderosa slat) should setback from the front property line an average of 1 foot for every 10 feet of horizontal length of the wall. This could be accomplished in a single plane or with step backs as outlined above.

Open fences (e.g. wire and post, picket) or fenestrated fences (e.g. coyote) may be constructed without setback at the front property line, unless otherwise regulated by the underlying zoning.

Walls with openings comprising 20% of the surface area of a single plane may be constructed at the property line, unless restricted by the underlying zoning.

Side or rear walls or fences may be constructed at the property line as per that allowed by the underlying zoning.

Walls or fences within existing compounds should be restricted to privacy barriers to enclose courtyards, parking and private areas; and should be connected to and not extend more than 25 feet from the main structure. However, walls or fences should not be connected to significant structures. Desired connections may be made to significant structures by way of other means [e.g. Landscaping]. These treatments will help maintain traditional compound common elements, such as open space and the ability to communicate with neighbors, and therefore assist in the preservation of the character of existing compounds.

MATERIAL, TEXTURE AND COLOR:

Walls should be predominantly of the same material, texture and color as the main structure(s) to be located on the property, or may be of material indigenous or traditional for the area such as river rock, limestone, flagstone or slate.

Fences should be of the material, texture and color of fences typical of the existing streetscape or design vernacular if applicable to a particular H-District or streetscape.

GATES:

Vehicular gates should be permitted only at entrances to private driveways or compounds and set back in accordance with the underlying zoning.

Vehicular gating of subdivisions or other large-scale developments is strongly discouraged, and may be prohibited [See City of Santa Fe 1999 General Plan].

Gates should be designed to complement the wall or fence treatment containing them with respect to scale, height, material, texture and color. Fenestrated gates should be encouraged as opposed to solid gates.

LANDSCAPING (Suggested Options)

Walls and fences in excess of 50' in length should install landscaping along the exterior façade within the suggested setback or step back.

Landscaping on top of or over a wall is encouraged to provide for additional screening if desired from the interior of the property.

Terracing of walls is encouraged and should be landscaped.

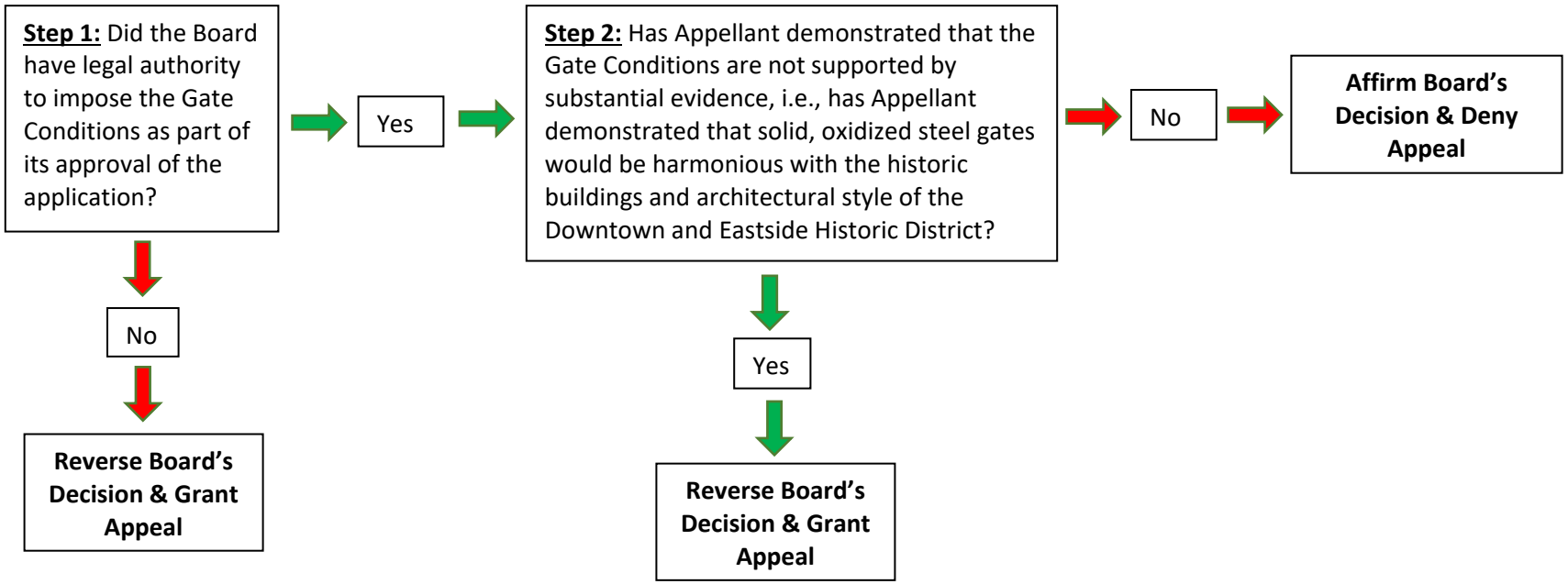
The use of native, drought resistant plant material is encouraged in all wall, fence or terrace landscaping.

EXHIBIT

I

Exhibit I: Decision Tree

Appeal #2021-3393-APPL
1299 Upper Canyon Road (Julia Burt)



Signature: 

Email: ekmcsherry@santafenm.gov

Signature: 

Email: sapaez@santafenm.gov

14-5.2 - HISTORIC DISTRICTS

(A)General Provisions
(1)General Purpose
In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city , it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserved, some of these qualities being:

(a)The continued existence and preservation of historical areas and buildings ;
(b)The continued construction of buildings in the historic styles; and
(c)A general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design.

(E)Downtown and Eastside Design Standards
(2)Recent Santa Fe Style
Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail. The dominating effect is to be that of adobe construction, prescribed as follows:

(a)No building shall be over two stories in height in any façade unless the façade shall include projecting or recessed portales, setbacks or other design elements;

(b)The combined door and window area in any publicly visible façade shall not exceed forty percent of the total area of the façade except for doors or windows located under a portal . No door or window in a publicly visible façade shall be located nearer than three (3) feet from the corner of the façade;

(c)No cantilevers shall be permitted except over projecting vigas, beams, or wood corbels, or as part of the roof treatment described below;

(d)No less than eighty percent of the surface area of any publicly visible façade shall be adobe finish, or stucco simulating adobe finish. The balance of the publicly visible façade, except as above, may be of natural stone, wood, brick, tile, terra cotta, or other material, subject to approval as hereinafter provided for building permits

(e)The publicly visible façade of any building and of any adjoining walls shall, except as otherwise provided, be of one color, which color shall simulate a light earth or dark earth color, matte or dull finish and of relatively smooth texture. Façade surfaces under portales may be of contrasting or complimentary colors. Windows, doors and portals on publicly visible portions of the building and walls shall be of one of the old Santa Fe styles; except that buildings with portals may have larger plate glass areas for windows under portals only. Deep window recesses are characteristic; and



VIEW FROM SUV DRIVING BY SITE



VIEW STRAIGHT ON TO SITE (NO GATE VISIBILITY)



VIEW FROM STREET W/ CAMERA HELD ABOVE HEAD



VIEW FROM STREET NEW PEDESTRIAN GATE



VIEW FROM STREET NEW PEDESTRIAN GATE




960

City of Santa Fe

LAND USE DEPARTMENT | HISTORIC PRESERVATION DIVISION

ADMINISTRATIVE APPROVAL

THIS IS NOT A CONSTRUCTION PERMIT

DO NOT BEGIN WORK WITHOUT A PERMIT. SUBMIT THIS FORM WITH YOUR CONSTRUCTION PERMIT APPLICATION AND RETAIN A COPY AT THE JOB SITE.

Date: January 26, 2018

To: BUILDING PERMIT DIVISION

From: David Rasch, HPD Planner Supervisor: DR (STAFF INITIALS)

Nicole Ramirez Thomas, HPD Planner Senior NRT (STAFF INITIALS)

Date Submitted: January 23, 2018

Contact Name: Chet Crawin

Phone Number: [redacted]

Be advised that per §14-5.2 SFCC 1987 the work described below at the referenced address does NOT require Historic Districts Review Board approval and is hereby staff-approved as described below. Please allow the applicant to submit for a construction permit(s) for this work if required.

roject Address: 960 Acequia Madre

Description of Proposed Work:

Per Board condition the applicant submitted a revised design that prevents the gate from being a single sheet of metal and offers ~~deity~~ relief to the elevation

N/A ☐ I agree to the conditions of approval above.

Print Name _____ Signature _____ Date _____

PERMIT ROUTING and REQUIRED HISTORIC INSPECTIONS

☑ Yes ☐ No	PERMIT or PERMIT REVISION REQUIRED	NRT
☑ Yes ☐ No	ROUTE TO HISTORIC DIVISION	NRT
☑ Yes ☐ No	INTERIM HISTORIC INSPECTION	NRT
☑ Yes ☐ No	FINAL HISTORIC INSPECTION	NRT

1/23/18

Here's my submittal to meet the conditions required by the Board.

[redacted]

RECEIVED
JAN 2 ? 2018
BY:_____

SCOTT'S FENCING CO., INC.

5610 San Francisco NE * P.O. Box 94030 * Albuquerque, NM 87199-4030
(505) 821-1114 * (505) 821-3178 Fax * www.scottsfencing.com

Customer: Chet Cramin
Address: 960 Acequia Madre
Santa Fe, New Mexico 87505

Attn: Chet Cramin

Date: 1/22/2018
Phone No.: [redacted]

E-mail: cacrelaw@hotmail.com

SCOTT'S FENCING CO., INC. proposes to furnish and install the following items:

Item	Quantity	Description	Unit	Total
1	1 EA	14' Solid Panel V-Track Slide Gate- Height to remain 2-3 inches below existing wall per the Historical District. Exact Height not to exceed 5' including all hardwan Using: 4" SQ Tubing- Posts 2" x 4" REC Tubing- Bottom Rail 2" SQ Tubing- Frame 16GA Sheet Steel- Mounted on Front and back in staggering design Light Rusting		
2	1 EA	24VDC Slide Gate Operator with Battery Back Up		
3	1 EA	Monitored Photo Eye to comply with UL325 Standards (Mandatory)		
4	1 EA	Monitored Safety edge and kit to comply with UL325 Standards (Mandatory)		
5	1 EA	Fire Box with standard pad lock for emergency access		
6	2 EA	Single Button Remote with Radio receiver		
7	1 EA	Convert existing swing gate to pedestrian gate		
8	1 EA	Add 16GA Sheet Steel to pedestrian gate		
9	1 EA	Concrete pad for back track		
10	1 EA	Sleeved post for catch on slide gate and catch on ped gate		

*** ***Proposal does not include conduit or electrical work of any kind***
*** ***To be installed by Certified Automated Gate Operator Installer***
*** ***To be designed by Certified Automated Gate System Designer***

PROPOSAL TOTAL **$12,385.00** Plus Tax

Project will not be scheduled until a signed proposal and 50% deposit has been received

PROPOSAL VALID FOR 30 DAYS

Note: This price proposal is subject to change due to the major fluctuations in steel prices.
Exclusions: Tax, bond, permits, site surveys, concrete coring / rock drilling, items not listed above.
Availability: Approximately 4-6 week(s) from receipt of order.

THIS PROPOSAL IS SUBJECT TO ACCEPTANCE AND MAY BE WITHDRAWN AT ANY TIME PRIOR TO ACCEPTANCE AND SUBJECT TO THE FOLLOWING CONDITIONS

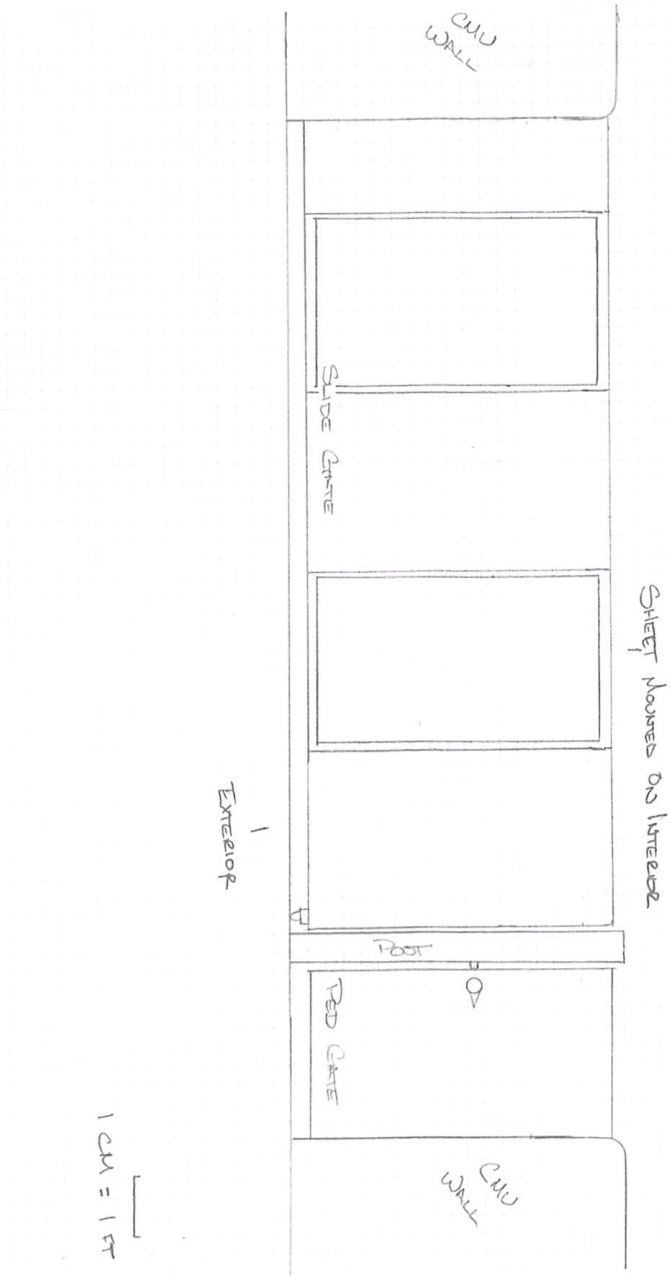
1. One mobilization for post setting and one mobilization for balance of work quoted. Additional mobilizations will be charged at prevailing wage. 2. The costs of any additional over-time wages, weekend work, work out of sequence, or other expenses incurred due to the failure of Owner to properly schedule Scott's Fencing Co., Inc. within a certain time frame will be reimbursed to Scott's Fencing Co., Inc. 3. This job quotation must be made an integral part of any contract or subcontract arising from it, or all prices, exclusions, terms, and conditions are null and void. 4. Under no circumstances will Scott's Fencing Co., Inc. be liable for any consequential or incidental damages resulting from any defect in materials or workmanship or from the performance of non-performance of the work proposed herein. 5. Scott's Fencing Co., Inc. warrants against the defects in workmanship and materials for a period of one year from date of completion. Changes from the above specifications must be in writing signed by both parties, and will require a revision to the price. Changes in quantities constitute a change in specifications and will require an adjustment to the unit price. 6. Payment is due in full upon receipt of invoice. A finance charge of the lesser of 1.5% per month (18% per annum), or the maximum allowed by law, will be charged for each 30 days the invoice is past due. 7. In the event that we employ an attorney to enforce collection of payment of this proposal you agree to reimburse Scott's Fencing Co., Inc. for our reasonable attorney's fees and court costs. 8. Scott's Fencing Co., Inc. is not responsible for damage to any underground utilities including, but not limited to, gas, electric, phone, cable or sprinkler irrigation systems. Notice: Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract. 9. The fence line must be premarked in white by customer prior to work being scheduled.

ESTIMATED BY: Daniel Griego

ACCEPTANCE OF PROPOSAL
The above terms, conditions, prices and specifications are approved and accepted. You are authorized and directed to perform the work. If accepted, please sign and send/fax to our office for scheduling.

ACCEPTED BY: _____ DATE: _____

SCOTT'S
FENCING CO., INC.
5610 San Francisco Road NE • Albuquerque, NM 87109
Daniel Griego, Estimator
E-Mail: dgriego@scottsfencing.com



CRAWN, CHET
900 ACEQUIA MADRE, SANTA FE, NM 87505


828 Camino Ranchitos Santa Fe, New Mexico



1634 CANYON ROAD


541 Camino Rancheros Santa Fe, New Mexico
Google


1564 Cerro Gordo Rd Santa Fe, New Mexico


854 Camino Ranchitos Santa Fe, New Mexico


514 Camino Rancheros Santa Fe, New Mexico
500


795 Camino Del Monte Sol Santa Fe, New Mexico
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