



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JULY 06, 2021  
5:00 PM  
ATTEND VIRTUALLY

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## SPECIAL PROCEDURES FOR FINANCE COMMITTEE 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 need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Finance Committee meeting will be conducted virtually.

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

**Attend Virtually:** Join on Zoom: <https://santafenm-gov.zoom.us/j/99697697570?pwd=ZlJtR2Z3UGFEa2tESEJFbENaNnFvUT09>

**Passcode:** 537024

**By Phone:** US: 346 248 7799 or 669 900 6833

**Webinar ID:** 996 9769 7570

**Passcode:** 537024

The video recording of this meeting 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 meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JULY 06, 2021  
5:00 PM  
ATTEND VIRTUALLY

5. **APPROVAL OF MINUTES**

- a. Regular Finance Committee – June 21, 2021

6. **PRESENTATION**

- a. Economic Recovery Update (Dr. Reilly White)

7. **ACTION ITEMS: CONSENT**

- a. Request for Approval of a Professional Services Contract in the Total Amount of \$254,000 for CHART Consultant Team; Artful Life, LLC. (Pauline Kanako Kamiyama, Arts and Culture Department Director: [ppkamiyama@santafenm.gov](mailto:ppkamiyama@santafenm.gov), 955-470-8482; Kristine Mihelcic, City Clerk and Community Engagement Department Director: [kmmihelcic@santafenm.gov](mailto:kmmihelcic@santafenm.gov), 955-6846)

**Committee Review:**

Finance Committee: 7/6/21

Quality of Life Committee: 7/7/21

Public Works and Utilities Committee: 7/12/21

Governing Body: 7/14/21

- b. Request Approval of Budget Amendment Resolution (BAR) for Department of Justice, Office of Justice Programs, FY 20 Coronavirus Emergency Supplemental Funding Grant Award. (Andrew Padilla, Chief of Police: [aapadilla@santafenm.gov](mailto:aapadilla@santafenm.gov), 955-5102)

**Committee Review:**

Finance Committee: 7/6/21

Quality of Life Committee: 7/7/21

Governing Body: 7/14/21

- c. Request Approval of Budget Amendment Resolution (BAR) for New Mexico Department of Transportation Traffic Projects Grant Award. (Andrew Padilla, Chief of Police: [aapadilla@santafenm.gov](mailto:aapadilla@santafenm.gov), 955-5102)

**Committee Review:**

Finance Committee: 7/6/21



# AGENDA

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

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Monday, July 19, 2021**
12. **ADJOURN**

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



# MINUTES

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JUNE 21, 2021  
5:00 PM

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## SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Finance Committee meeting will be conducted virtually.

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

The video recording of this meeting 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 meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at [santafe.primegov.com/portal/search](http://santafe.primegov.com/portal/search).

### 1. CALL TO ORDER

Meeting started at 5:01pm.

### 2. ROLL CALL

#### Members Present:

Councilor Roman Abeyta  
Councilor Renee Villarreal  
Councilor Carol Romero-Wirth  
Councilor Signe Lindell  
Councilor Jamie Cassutt

#### Members Excused:



# MINUTES

## Others Attending:

Bradley Fluetsch, Cash and Investment Manager  
Carolynn Roibal, Administrative Manager  
Alexis Lotero, Attendee

### 3. APPROVAL OF AGENDA

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

### 4. APPROVAL OF CONSENT AGENDA

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to approve the consent agenda as amended.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

Items b, e, h, i, l and z pulled for discussion. Councilor Abeyta recused himself from item b.



# MINUTES

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JUNE 21, 2021  
5:00 PM

## 5. APPROVAL OF MINUTES

- a. Regular Finance Committee – May 17, 2021

**MOTION:** Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the minutes as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

## 6. ACTION ITEMS: CONSENT

- 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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None



# MINUTES

**Abstain:** None

- 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: [aaalarid@santafenm.gov](mailto:aaalarid@santafenm.gov), 505-955-4744).

**Committee Review:**

Quality of Life Committee: 06/02/2021

Finance Committee: 06/21/2021

Governing Body: 06/30/2021

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt, to approve the memorandum of understanding (MOU) as presented on discussion.

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

**For:** Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- c. 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](mailto:ejaune@santafenm.gov) 505-330-8483)

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

**Committee Review:**

Public Works Committee: 06/07/21

Finance Committee: 06/21/2021



# MINUTES

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JUNE 21, 2021  
5:00 PM

Governing Body: 06/30/21

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to approve the Cooperative Agreement and budget adjustment resolution (BAR) as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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](mailto: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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None



# MINUTES

**Abstain:** None

- 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](mailto: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

**MOTION:** Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the resolution as presented on discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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](mailto:nljimenez@santafenm.gov), 505-955-4364)

**Committee Review:**

Public Works and Utilities Committee: 06/07/2021



# MINUTES

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
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Finance Committee: 06/21/2021  
Governing Body: 06/30/2021

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to approve the professional services agreement (PSA) as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None



# MINUTES

REGULAR MEETING OF  
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- 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

**MOTION:** Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the contract as presented on discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- i. 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

**MOTION:** Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the contract as presented on discussion with direction to staff to bring the contract to Council in February 2023 for update on necessity of contract for FY24.



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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth,  
Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth,  
Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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: jbg Guillen@santafenm.gov, 955-6518)

**Committee Review:**

Introduced: 6/9/21



# MINUTES

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

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to approve the resolution as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- I. 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](mailto: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

**MOTION:** Councilor Lindell moved, seconded by Councilor Cassutt, to approve the resolution as presented on discussion.

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



# MINUTES

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to approve the grants as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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)



# MINUTES

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**Committee Review:**

Finance Committee: 06/21/2021

Public Works and Utilities Committee: 06/28/2021

Governing Body: 06/30/2021

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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](mailto:bpvaldez@santafenm.gov), 505-955-5040)

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**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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt



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**Against:** None

**Abstain:** None

- 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](mailto: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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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](mailto: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



# MINUTES

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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](mailto: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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None



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**Abstain:** None

- 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

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to approve the grants as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- t. Request Approval of Memorandum of Understanding (MOU) between the City, NMDOT, NCRD 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



# MINUTES

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to approve the memorandum of understanding (MOU) as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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



# MINUTES

for fire monitoring, inspections, repair and maintenance services throughout City Facilities (Caryn Grosse, Facilities Project Administrator, [clgrosse@santafenm.gov](mailto: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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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](mailto: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

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

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



# MINUTES

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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



# MINUTES

Governing Body: 06/30/2021

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

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

**Against:** None

**Abstain:** None

- 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](mailto: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

**MOTION:** Councilor Romero-Wirth moved, seconded by Councilor Abeyta, to approve the budget adjustment resolution (BAR) as presented on discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Cassutt

**Against:** None

**Abstain:** None



City of Santa Fe

# MINUTES

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JUNE 21, 2021  
5:00 PM

---

## 7. PRESENTATION

### a. Bond Presentation with Municipal Advisor, Bond Counsel and Staff

- i) Refunding of the 2010B and 2012A Bonds
- ii) GRT Bond Issuance in FY22
- iii) GO Bond Calendar
  - a) Capacity
- iv) GO Bond Impact on Property Tax Rates

Brad Fluetsch presented an overview on: the refunding of the 2010B and 2012A Bonds, GRT Bond issuance in FY 22, the GO Bond Calendar and borrowing capacity as well as GO Bond Impact on Property Tax Rates.

## 8. MATTERS FROM STAFF

## 9. MATTERS FROM THE COMMITTEE

## 10. MATTERS FROM THE CHAIR

## 11. NEXT MEETING: Tuesday, July 6, 2021

## 12. ADJOURN

Meeting adjourned 8:07pm.

---

Liaison

---

Chair

# City of Santa Fe

## FY 2021 Economic Outlook



July 6, 2021

Dr. Reilly S. White



**Reilly S. White, PhD**  
**Principal, Erebor LLC**

- Tenured Associate Professor of Finance, UNM
  - Director, \$4.7 Million Student-Run Portfolio
  - Daniels Fund Ethics Fellow
- 15 Years of Experience in Economic Analysis, Banking, Budgeting, and Academic Research

### **Areas of Expertise**

- Budget Forecasting and Modeling
- Portfolio Analysis
- Scenario Analysis and Forecasting
- Cryptocurrencies and Financial Technology
- Financial Literacy

### **Range of Experience**

- 16 Peer-Reviewed Publications over the last several years, including work in the *Journal of Banking and Finance*, *Physica A*, and *Technological Forecasting and Social Change*
- Developed early-stage model for COVID impacts on unemployment in poverty; modeled portfolio risk scenarios for wealth managers; co-wrote (with students) a free financial literacy manual.
- Frequent guest speaker and panelist at International Conferences and Events

# The Growth Economy

## Long-Term Growth

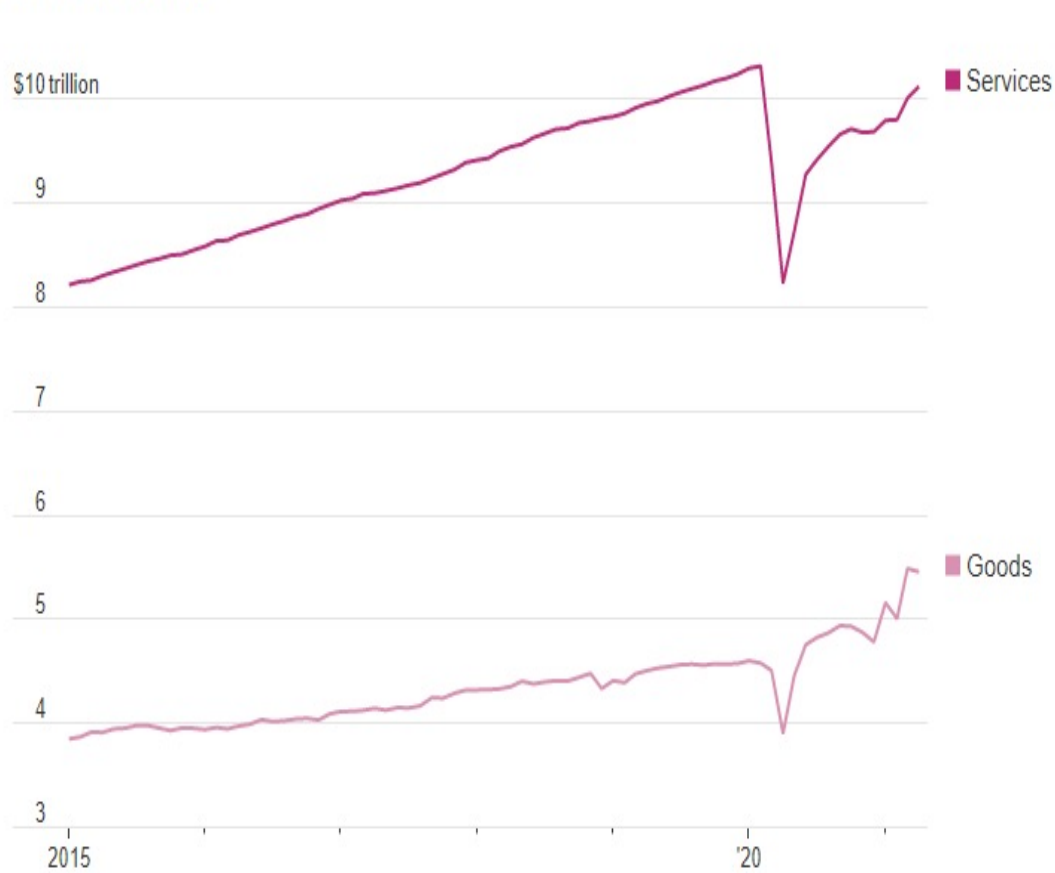
- The Federal Reserve has committed to keeping rates low for the next year
- 6.4% annualized economic growth in 1Q 2021; consensus estimates now place GDP growth at 6.6% for 2021, 4.4% for 2022

## Easing Short-Term Frictions

- Higher building commodity prices (lumber, iron, copper) delayed housing starts
- Supply chain bottlenecks (silicon chips, raw materials)
- Labor market tightness
- Inflation

# Consumer Spending on the Rise

Consumer spending



Note: Seasonally adjusted at annual rates  
Source: Commerce Department

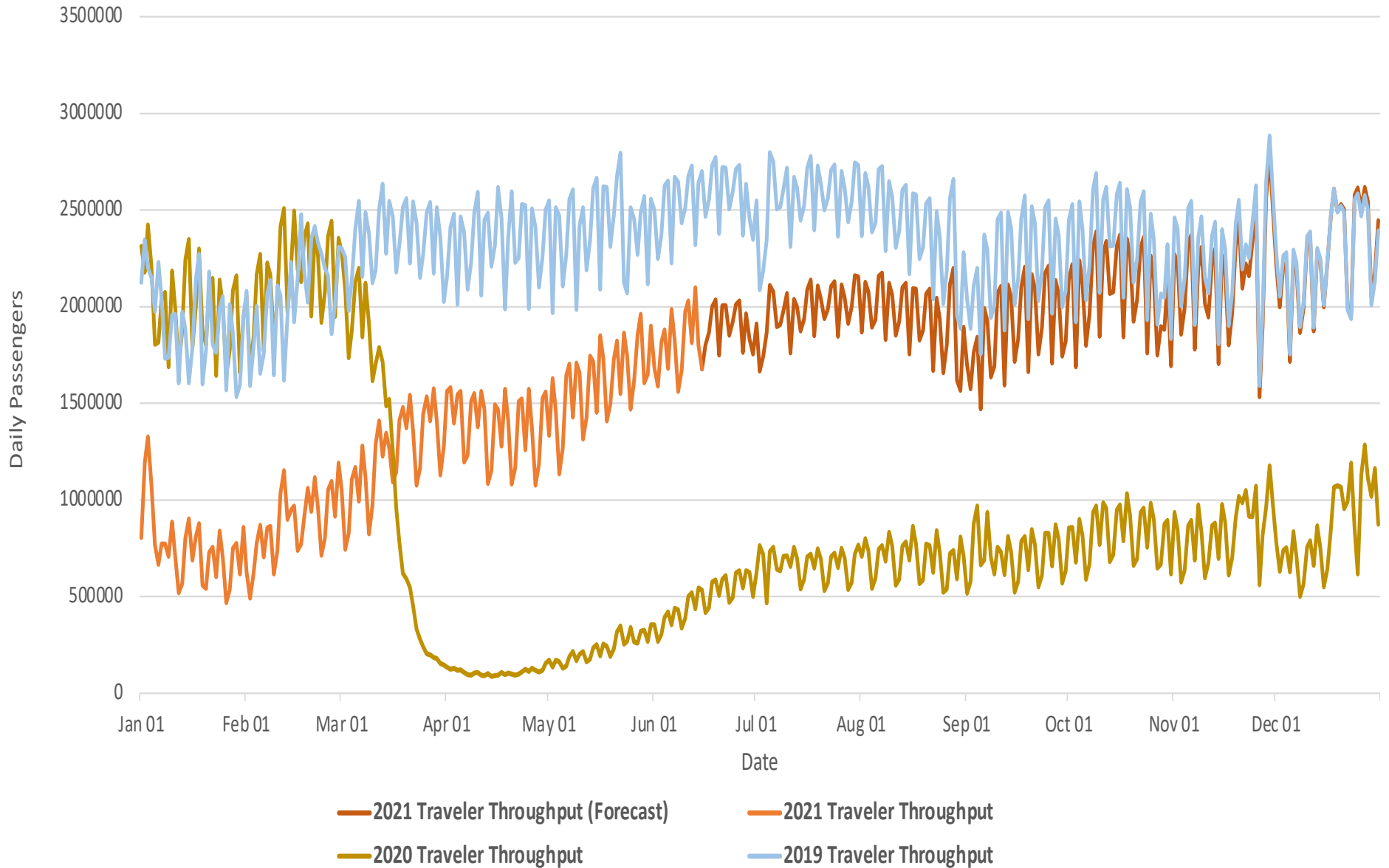


Source: Cox Automotive  
The Economist



# Daily TSA Checkpoint Travel Numbers

## 2019-2021 (Forecasted)





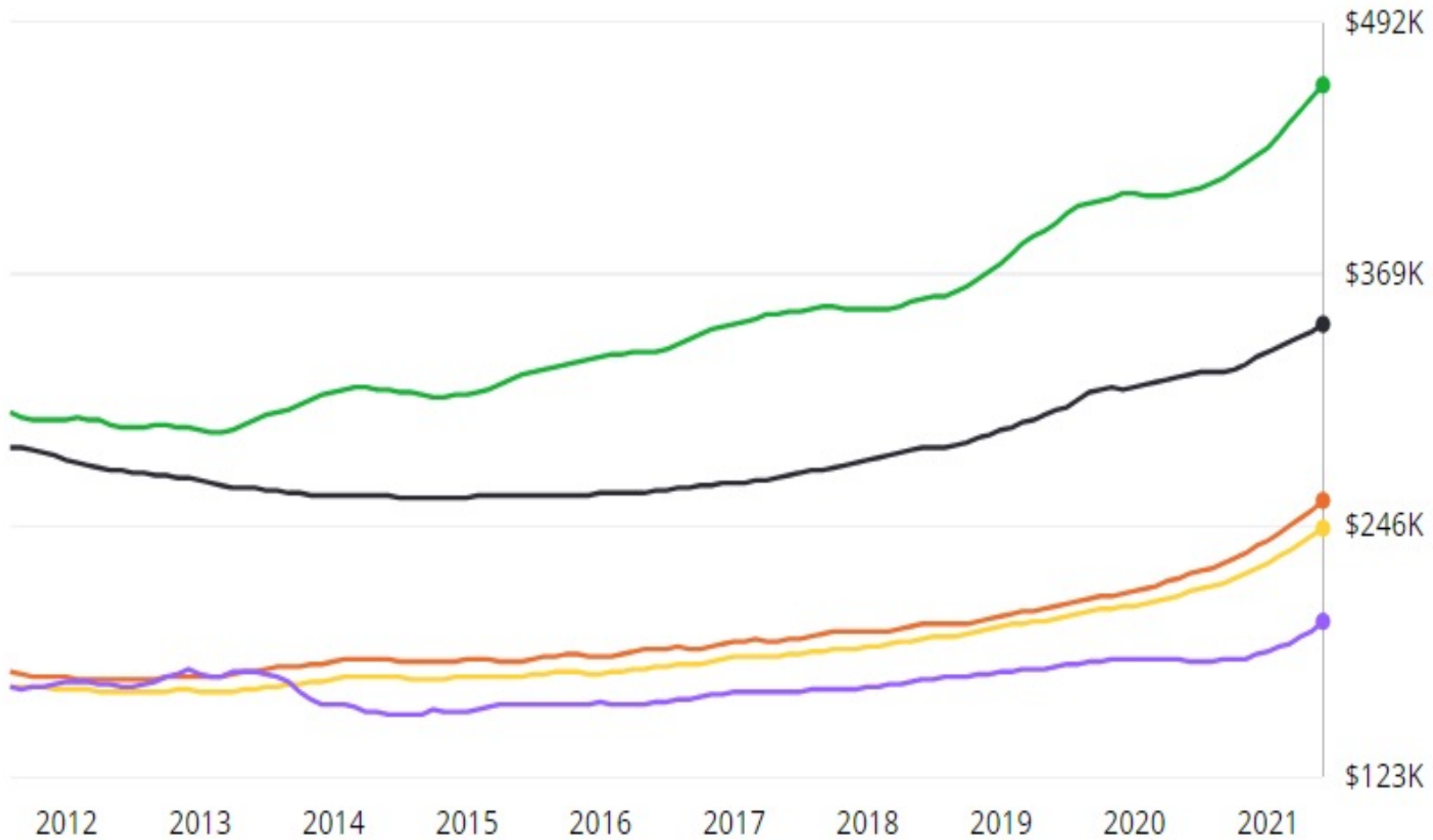
# New Mexico Economic Overview

## Summary

- Bracing for a slow (but steady) recovery
  - Roughly 10k fewer workers in the labor force (~1%) compared with pre-pandemic
  - Recovery has been consistent but slower than national averages, with unemployment (April) hovering around 8.2% (6.1% nationally)
  - Largest sector recoveries: Leisure and Hospitality (+41.6%); other Services (+10%), Trade (+9%). Employment still lagging in oil and gas, government, and financial activities relative to April 2020.
  - *The Zoom Boom*– nationally, this has led to higher vacancy rates for office space and increased demand for residential space. In Santa Fe, office space lease numbers have stabilized while retail and industrial values are continuing to increase. Santa Fe, like many western cities, has seen an influx of out-of-state buyers and investors.
  - Price increases remain primarily driven by market fundamentals: low mortgage rates and low inventory.

# Regional Real Estate Prices (Zillow)

May 2021    — Santa Fe \$461K    — Albuquerque \$258K    — New Mexico \$244K    — Espanola \$199K  
— Los Alamos \$344K





# Santa Fe Economic Overview

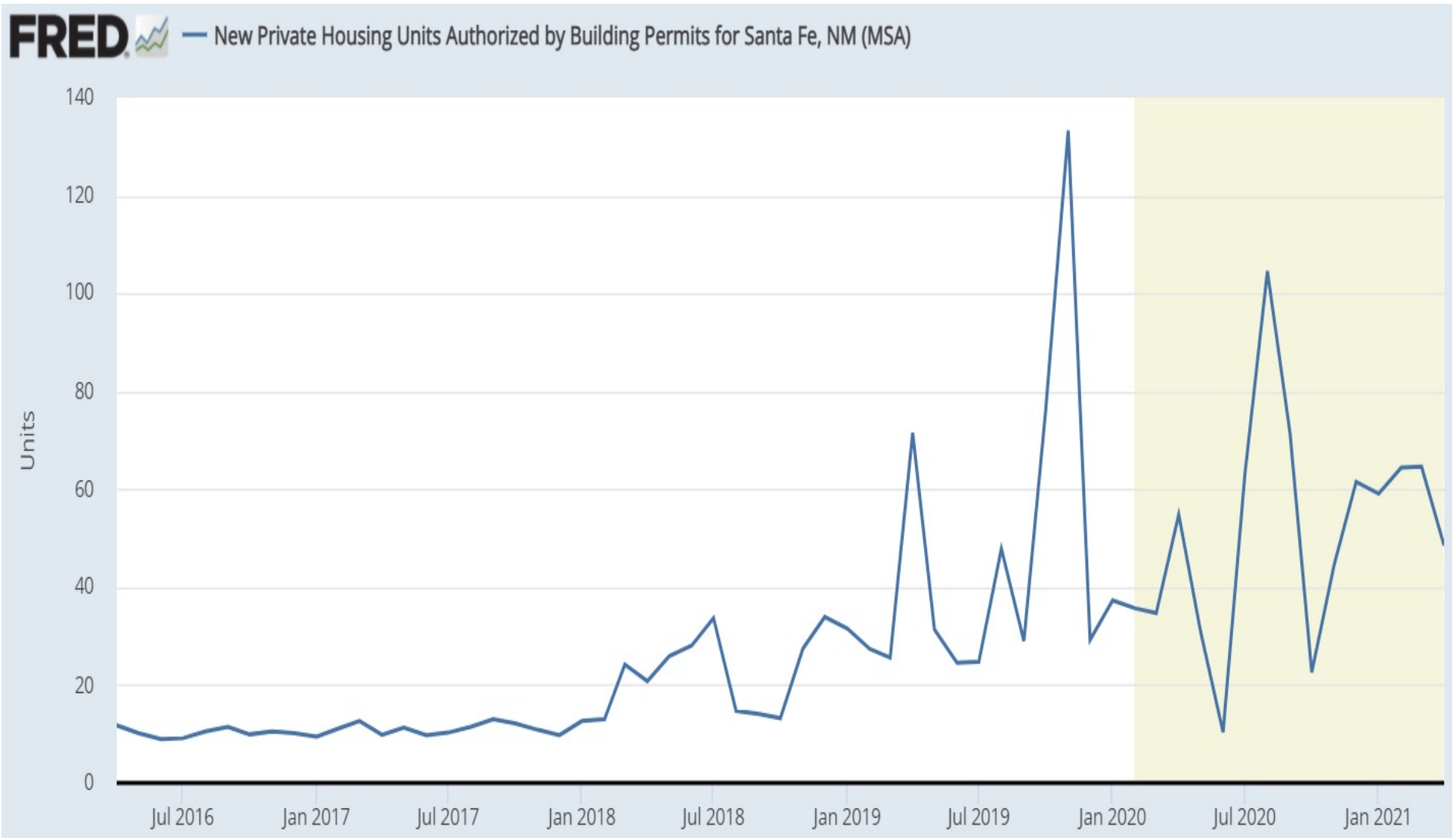
## Summary

- Economic Growth Continues
  - Record consumer spending will continue improve Santa Fe's economy, where unemployment has fallen to 7.2% (1% below NM)
  - Construction activity remains strong and lowering commodity prices will fuel more building activity.
  - Tight labor market conditions are expected to continue, but slowly ease with continued reopening, vaccination progress, and economic adjustment (almost 4,000 fewer workers are employed in leisure and hospitality).
  - Low supply of real estate inventory is expected to continue to increase real estate prices to continued record levels, although this should ease into FY 2022.



# Construction Boom Continues

## Monthly Data, 2016-2021





# Wining and Dining

## Seated Diners (2020-2021) where 2019=100





# Santa Fe Economic Overview

## Revenue Outlook

- The Santa Fe Economy will continue to grow.
  - GRT and Lodgers' Tax revenues will be continue to be bolstered by recovering economic conditions, increased travel, and pent-up consumption from historically high savings rates.
  - High growth in the recovery economy will start easing later this year. While GRT from online sales and Lodgers' Tax will both track higher, expect FY 2022 levels to approach and moderately exceed pre-pandemic values.
  - A robust property market, powered by low interest rates and a growing population, will allow steady growth in property tax revenue.
  - Short-term inflation will likely not adversely affect revenues this year; if inflation becomes more sustained than expected, greater uncertainty exists.



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JULY 06, 2021  
5:00 PM  
ATTEND VIRTUALLY

---

## SPECIAL PROCEDURES FOR FINANCE COMMITTEE 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 need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Finance Committee meeting will be conducted virtually.

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

**Attend Virtually:** Join on Zoom: <https://santafenm-gov.zoom.us/j/99697697570?pwd=ZlJtR2Z3UGFEa2tESEJFbENaNnFvUT09>

**Passcode:** 537024

**By Phone:** US: 346 248 7799 or 669 900 6833

**Webinar ID:** 996 9769 7570

**Passcode:** 537024

The video recording of this meeting 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 meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JULY 06, 2021  
5:00 PM  
ATTEND VIRTUALLY

---

5. **APPROVAL OF MINUTES**

- a. Regular Finance Committee – June 21, 2021

6. **PRESENTATION**

- a. Economic Recovery Update (Dr. Reilly White)

7. **ACTION ITEMS: CONSENT**

- a. Request for Approval of a Professional Services Contract in the Total Amount of \$254,000 for CHART Consultant Team; Artful Life, LLC. (Pauline Kanako Kamiyama, Arts and Culture Department Director: [ppkamiyama@santafenm.gov](mailto:ppkamiyama@santafenm.gov), 955-470-8482; Kristine Mihelcic, City Clerk and Community Engagement Department Director: [kmmihelcic@santafenm.gov](mailto:kmmihelcic@santafenm.gov), 955-6846)

**Committee Review:**

Finance Committee: 7/6/21

Quality of Life Committee: 7/7/21

Public Works and Utilities Committee: 7/12/21

Governing Body: 7/14/21

- b. Request Approval of Budget Amendment Resolution (BAR) for Department of Justice, Office of Justice Programs, FY 20 Coronavirus Emergency Supplemental Funding Grant Award. (Andrew Padilla, Chief of Police: [aapadilla@santafenm.gov](mailto:aapadilla@santafenm.gov), 955-5102)

**Committee Review:**

Finance Committee: 7/6/21

Quality of Life Committee: 7/7/21

Governing Body: 7/14/21

- c. Request Approval of Budget Amendment Resolution (BAR) for New Mexico Department of Transportation Traffic Projects Grant Award. (Andrew Padilla, Chief of Police: [aapadilla@santafenm.gov](mailto:aapadilla@santafenm.gov), 955-5102)

**Committee Review:**

Finance Committee: 7/6/21



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
JULY 06, 2021  
5:00 PM  
ATTEND VIRTUALLY

---

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

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Monday, July 19, 2021**
12. **ADJOURN**

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



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Artful Life, LLC

Procurement Title: CHART Consultant Team/RFP 21/30/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 Arts and Culture Staff Name Pauline Kanako Kamiyama

### 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:

Pauline Kanako Kamiyama, Director, 6/4/21

Department Rep Printed Name (attesting that all information included)	Title	Date
 Fran Dunaway (Jun 8, 2021 10:27 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, New Mexico


## Memorandum



**DATE:** June 4, 2021

**TO:** Governing Body  
Finance Committee  
Quality of Life

**VIA:** Jarel LaPan Hill, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Rich Brown, Community Development Department Director

**FROM:**  Pauline Kanako Kamiyama, Arts and Culture Department Director

---

**ITEM AND ISSUE:**

Request for the Approval of Professional Services Contract in the Total Amount of \$254,000 for CHART Consultant Team; Artful Life, LLC, Pauline Kanako Kamiyama, [pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov), 505.470.8482

**BACKGROUND AND SUMMARY:**

The purpose of the Request for Proposal (RFP 21/30/P) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a consultant team (s) (Consultant) to facilitate the CHART Initiative including but not limited to the planning, development, coordination, communication, implementation, messaging, and evaluation of community-centered processes that fosters dialogue within the City.

**PROCUREMENT METHOD:**

A Request for Proposal RFP#21/30/P was issued.

**CONTRACT NUMBER:**

The FY20 Munis contract number is 3202772.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Constituent Services/1002575

**Munis Org Name/Number:** Other Consulting/ 510340

**ACTION REQUESTED:**

Arts and Culture Department and Community Engagement Department respectfully requests your review and approval.

**The City of Santa Fe  
AND  
Arts and Culture Department and Community Engagement Department**

**REQUEST FOR PROPOSALS (RFP)**

**Culture, History, Art, Reconciliation and Truth (CHART)  
Initiative: Consultant Team**



**RFP#**  
21/30/P

RFP Release Date: March 8, 2021

Proposal Due Date: April 6, 2021

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a consultant team (s) (Consultant) to facilitate the CHART Initiative including but not limited to the planning, development, coordination, communication, implementation, messaging, and evaluation of community-centered processes that fosters dialogue within the City.

## **B. BACKGROUND INFORMATION**

The City of Santa Fe (“City”) recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier’s Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial. There is an urgent call to action to discuss the City’s cultural histories and current viewpoints to seek solutions for a future of peace, justice, healing, and reconciliation through a process for community engagement that encourages people to speak, to be heard, and to listen. This is the beginning of an ongoing effort to learn and understand our complex histories and stories, and to promote truth, healing, and reconciliation for a future of peace and justice.

The goal is to promote broader cross-cultural understanding, racial equity, healing, and reconciliation in our community. To allow for individuals to openly share and communicate their feelings and their history. To provide advice on decisions for statutes and monuments as well as short, medium, and long-term responses for community healing and reconciliation. The information generated from the processes is a first effort and will be compiled in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions.

The Consultant should review Resolution 2021 – 6. Please see the Procurement Library in Section I. G.

## **C. SCOPE OF PROCUREMENT**

The Consultant will have experience in facilitating and coordinating a community-centered practice, with cultural competency particularly with the communities of Northern New Mexico, especially experience working with communities within the City of Santa Fe. The Consultant will work closely with the City Project Team to implement a robust engagement process and write a final report with recommendations gained from community input.

The ideal Consultant, which may be a firm or team, will have:

- Experience in cultural competency particularly with the communities of Northern New Mexico, specifically within the City of Santa Fe
- Demonstrated community-centered practice with experience conducting community engagement, stakeholder facilitation and strategic planning processes
- Have facilitators and/or team members who are of and from the various Santa Fe communities
- Expertise as relates to issues of diversity, equity, and inclusion and ability to authentically engage stakeholders of diverse backgrounds with competency

- Strong administrative and organizational skills to manage complex and multi-layered project initiative from start to finish
- Track record of client collaboration and clear communication
- Excellent oral and written communication skills
- Capacity to complete the tasks described in this RFP within the time frame provided
- Commitment to providing exceptional customer service and responding to client requests in a timely fashion
- Expertise in research and evaluation
- Expertise in community outreach, communication
- Ability to communicate efficiently - construct press release, social media to help reach a broad spectrum of community members.

The Scope of Work includes but not limited to the following categories: Administration, Facilitation/Training, Art Activations, Cultural History Series and Reporting and Evaluation. The anticipated timeframe is April 2021 through March 2022.

The resulting award may be multiple contracts.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

#### **D. PROCUREMENT MANAGER**

Arts and Culture Department and Community Engagement Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Sam Burnett, Procurement Manager  
 Telephone: (505) 795-2491  
 Email: jsburnett@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

#### **E. PROPOSAL SUBMISSION**

***Submissions of all proposals must be accomplished via email to: [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov).***

## F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Central Purchasing Office**” means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. “**Chief Procurement Officer**” means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
6. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
7. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
9. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
10. “**Contractor**” means any business having a contract with the City of Santa Fe.
11. “**Department**” means the Requesting Department sponsoring this Procurement.
12. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
14. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.

15. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can only be emailed.
16. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
17. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
18. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
20. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
21. “**Mandatory**” – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
22. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
23. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
24. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
25. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
26. “**Procurement Manager**” means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s) .
27. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
28. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

29. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
30. “**Requesting Department**” means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
31. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
32. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
33. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
34. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
35. “**State (the State)**” means the State of New Mexico.
36. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
37. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
38. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

Other relevant links:

Resolution 2021 – 6, [www.santafenm.gov/chart](http://www.santafenm.gov/chart) outlines in detail the desires of the Governing Body.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	3/9/2021
2. Acknowledgement of Receipt Form	Potential Offerors	3/16/2021
3. Pre-Proposal Conference	Requesting Department	3/16/2021
4. Deadline to submit Written Questions	Potential Offerors	3/25/2021
5. Response to Written Questions	Procurement Manager	3/29/2021
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>4/6/2021</b>
7.* Proposal Evaluation	Evaluation Committee	4/8/2021
8.* Selection of Finalists	Evaluation Committee	4/12/2021
9* Oral Presentation(s)	Finalist Offerors	4/14/2021
10.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	4/15/2021
11.* Contract Awards	Requesting Department/ Finalist Offerors	4/20/2021
12.* Protest Deadline	Central Purchasing Office	+15 days

\* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

#### 1. Issue RFP

This RFP is being issued on behalf of The City Arts and Culture Department and Community Engagement Department on March 8, 2021.

## 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov), to have their organization placed on the procurement Distribution List. **Please put the RFP number and Title in the Subject line of the email.** The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

## 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 3pm MST/MDT via **Zoom.**

<https://santafenm-gov.zoom.us/j/96202891739?pwd=c3kwb0FkVkxETjhGUHcxdTnMbE1jdz09>. **Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

## 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 3pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:  
[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## 6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice. **Please put the RFP number and Title in the Subject line of the email.**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) NO LATER THAN **3:00 PM** MST/MDT ON **APRIL 6, 2021**. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

***Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions.*** Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

## 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## 8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References.

## 9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation via Zoom to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. **If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc).** The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

## 10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation

factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **11. Contract Awards**

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway  
Chief Procurement Officer  
City of Santa Fe  
fadunaway@santafenm.gov

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### 4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

### 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary

or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT**: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## **9. No Obligation**

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## 15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## 16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

## 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee

will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

## **21. Notice of Penalties**

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## **22. Department Rights**

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

## 26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## 27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## 28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.**

### 30. 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 state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or 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 Chief Procurement Officer or other party to this Agreement 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 render the Offeror nonresponsive.
- 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 Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

### **31. Local Preferences**

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

#### **1. Local Preference Qualification**

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

- a. 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.
- b. 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%.

#### **2. Solicitations above One Million Dollars (\$1,000,000)**

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

**The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. ELECTRONIC SUBMISSION ONLY Responses

**Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY**, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
- One (1) ELECTRONIC version of the requisite proposals identified as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
  - One (1) **redacted** (def. Section I.F.29) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov) by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16 )
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
  1. Organizational Experience
  2. Organizational References
  3. Oral Presentation (if applicable)
  4. Local Preferences (if applicable)
- H. Other Supporting Material (if applicable)

#### **Cost Proposal:**

1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

The Consultant will have experience in facilitating and coordinating a community-centered practice, with cultural competency particularly with the communities of Northern New Mexico, especially experience working with communities within the City of Santa Fe. The Consultant will work closely with the City Project Team to implement a robust engagement process and write a final report with recommendations gained from community input.

The ideal Consultant, which may be a firm or team, will have:

- Experience in cultural competency particularly with the communities of Northern New Mexico, specifically within the City of Santa Fe
- Demonstrated community-centered practice with experience conducting community engagement, stakeholder facilitation and strategic planning processes
- Have facilitators and/or team members who are of and from the various Santa Fe communities
- Expertise as relates to issues of diversity, equity, and inclusion and ability to authentically engage stakeholders of diverse backgrounds with competency
- Strong administrative and organizational skills to manage complex and multi-layered project initiative from start to finish
- Track record of client collaboration and clear communication
- Excellent oral and written communication skills
- Capacity to complete the tasks described in this RFP within the time frame provided
- Commitment to providing exceptional customer service and responding to client requests in a timely fashion
- Expertise in research and evaluation
- Expertise in community outreach, communication
- Ability to communicate efficiently - construct press release, social media to help reach a broad spectrum of community members.

The Scope of Work includes but is not limited to the following categories:

Administration, Facilitation/Training, Art Activations, Cultural History Series and Reporting and Evaluation.

#### **Framework**

Meeting people where they are provides access to entry points for city-wide participation. There will be three opportunities for participation:

##### **1. Community Convenings – Phase 1**

Consist of three sessions as follows:

- Round One will focus on personal identity and stories;
- Round Two will focus on shared dialogue and cross-dialogue about core values, building on Round One; and
- Round Three will focus on generating solutions, recommendations, and responses

##### **Community Solutions Table – Phase 2**

Community Solutions Table shall review, discuss, and consider summarized notes and documentation from Round One and Two of the community dialogue sessions, community survey

results, and solutions, recommendations, and responses generated during Round Three of the community dialogue sessions

- **Community Solutions Table** will be established to include representatives who have participated in all three community dialogue sessions
- Will suggest solutions based on a combination of recommendations from session participants at the end of each community dialogue session
- Membership on the Community Solutions Table will be determined after the community dialogue sessions have ended
- Membership of the Community Solutions Table shall be intentionally diverse and representative of the Santa Fe community in terms of age, gender identity, sexual orientation, race, and cultural background
- The Community Solutions Table shall also include a balance of perspectives and opinions on the City histories, and stories, as well as a balance of perspectives on the obelisk and other monuments and statues of the community.
- Community Solutions Table shall hold 2 – 3 facilitated sessions with a format of consensus building.

## **2. One-on-One interviews**

- Individual, one-on-one interviews be conducted as an alternative for providing input by community members who cannot participate in community dialogue sessions
- Interviews will ask more in-depth questions than the survey and will require 15 - 30 minutes to complete.

## **3. Community Survey**

- Conducted in multiple languages to broaden the number of voices participating in the community dialog and to provide an alternative for individuals who cannot or choose not to participate in community dialogue sessions.

The Consultant will fulfill the above framework through:

### **Administration**

- Design the community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table with an evaluator to ensure equity, inclusion and non-bias questions/framing
- Manage an engagement calendar and schedule of online and in-person convenings, interviews and other interaction as needed
- Identify and train a team of facilitators for community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table
- Pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions
- Conduct regular check in sessions for facilitators.
- Ensure multi-lingual and accessibility access including not limited to child care when in person meetings are allowable by State Public Health Order
- Collaborate with the City project team on city-wide outreach including but not limited to organizations and individuals
- Coordinate and set meeting schedules with the City project team
- Participate in weekly check-ins with the City project team regarding logistics and schedules
- Design, coordinate, implement and manage Communications including social media, press releases, website, written summary reports, etc. in coordination with the City's Communication's Director
- Provide regular updates to the Governing Body on the status of the CHART process
- Bi-lingual Spanish and other languages including American Sign Language as needed

## **Facilitation/Training**

- Provide implicit and anti-racism training sessions to, but not limited to, City elected officials, City Project Team, City Directors and/or others as identified by the City
- Retain facilitators and/or team members that are representative of the various communities of Santa Fe including those from non-profit and social service organizations
- Convening of community dialogue sessions by organizations
- Facilitate, as appropriate, a number of community dialogue sessions open generally to community members unaffiliated with a particular community organization
- Facilitate one-on-one interviews
- Facilitate Community Solutions Table
- Convenings facilitated primarily via online platforms, although some in-person sessions may be allowed per public health criteria status related to COVID-19.
- Bi-lingual Spanish and other languages including American Sign Language as needed

## **Art Activations**

- Engage Santa Fe's artistic and cultural community to produce 5-8 art activations modeled on but not exclusive to Paper Monuments
- Artist outreach should include all mediums, ages and career levels and artists collectives particularly those from traditionally disenfranchised communities
- Consultant manages and pays the artist and the art process
- Locations for art activations include but not limited to the downtown Plaza but also midtown and southside of Santa Fe
- Artist selection process will be open call format and encouraged to be as accessible as possible through simplified application
- Coordinate with the City for site identification
- Bi-lingual Spanish and other languages including American Sign Language as needed

## **Cultural History Series**

- Create series focusing on Santa Fe and Northern New Mexico's history, present and future for both online and in person (when feasible)
- Engage with historians, artists, culture bearers, storytellers, scientists, makers, etc. in formats that will engage a wide range of ages and interests – examples include panels, speaker series, pecha kuchas, interviews, storytelling, performance, etc.
- Record and document all sessions for access to the public via City website/youtube or similar platforms.
- Evaluate each session for efficacy and impact

## **Reporting and Evaluation**

- Will be responsible for summarizing and/or collecting discussions notes from all engagements (convenings, interviews, survey) for the Community Solutions Table
- Create and implement an evaluation for both participants and trained team facilitators on the process and outcomes
- Use of data visualization, infographics, dashboards etc. that expresses data in various representation to convey the stories and information behind the numbers
- Create a Final Report on the CHART Initiative (convenings, surveys, interviews, art activations, cultural history series, etc) in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions and include but not limited to recommendations for continued city-wide engagement

- Create content for communications for updates and outreach in both digital and print in both Spanish and English, other languages as necessary

## B. TECHNICAL SPECIFICATIONS

### 1. Organizational Experience

Offeror **must**:

- a) provide a detailed description of relevant culturally competent facilitation experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of community-centered processes and methodologies towards the goal of reconciliation, healing and actionable items. Include: description of community convenings you have done, how many of convenings, experience working with research/evaluator to formulate survey and interview questions, experience in conducting one-on-one interviews and large group convenings. All community-centered processes and methodologies provided to private sector will also be considered.
- b) provide a brief resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as project manager, lead facilitator or other role of leadership to fulfill the CHART Initiative. Offeror must include key personnel education, work experience, relevant certifications/licenses in facilitation, mediation and/or diversity/equity/inclusion (DEI).
- c) Describe your knowledge of Northern New Mexico, in particular Santa Fe. What is your familiarity with history, cultural history, local neighborhood issues, past and current tensions both locally and nationally.
- d) describe at least two project successes and failures of community-centered engagement. Include how each experience improved the Offeror's services.

### 2. Organizational References

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:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to

ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

## C. BUSINESS SPECIFICATIONS

### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. 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 E, and to return a signed, unaltered form will result in Offeror's disqualification.**

### 2. Campaign Contribution Disclosure Form

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.**

### 3. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the following categories: Administration, Facilitation/Training, Art Activations, Cultural History Series, Reporting/Evaluation.

### 4. Local Preference

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.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Evaluation Factors</b> <i>(Correspond to section IV.B and IV C)</i>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
B. 1. Organizational Experience	50
B. 2. Organizational References	15
<b>C. Business Specifications</b>	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C. 3. Oral Presentation	20
C.4. Cost	15
<b>TOTAL POINTS AVAILABLE</b>	100
C.5. City of Santa Fe Local Preference per Section IV C. 2	<b>3</b>
C.6. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	<b>6</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Experience (See Table 1) 45 points

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.

#### 2. B.2 Organizational References (See Table 1) 15 points

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). 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.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

**3. C.1 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**4. C.2 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**5. C.3 Oral Presentation (See Table 1) – 20 points**

**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.**

**6. C.4 Cost (See Table 1) 15 points**

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

**7. C.5. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

- A. 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.
- B. 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%.

**C. Solicitations above One Million Dollars (\$1,000,000)**

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

## **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

# APPENDIX A

## ACKNOWLEDGEMENT OF RECEIPT FORM

# APPENDIX A

## REQUEST FOR PROPOSAL Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team 21/30/P

### ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3pm MST, March 16 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX I.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**  
To: Central Purchasing  
E-mail: [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov)  
Subject Line: **CHART Initiative: Consultant Team**  
21/30/P

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that

official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:**

Mayor Alan M Webber  
Councilor Signe Lindell, Pro-tem  
Councilor Renee Villarreal  
Councilor Michael Garcia  
Councilor Carol Romero-Wirth  
Councilor Roman Tiger Abeyta  
Councilor Christopher Rivera  
Councilor Joanne Vigil Coppler  
Councilor Jaime Cassutt-Sanchez

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

## **APPENDIX C**

### **DRAFT CONTRACT**

**The Agreement included in this Appendix C represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.**

# DRAFT CONTRACT

See separate PDF

## APPENDIX D

### COST RESPONSE FORM

### COST RESPONSE FORM

This is a sample form, expand or detail as needed.

<b>Description</b>	<b>Quantity</b>	<b>Cost per Item</b>
Administration		
Facilitation/Training		
Art Activations		
Cultural History Series		
Reporting and Evaluation		

All amounts provided must include all labor, materials, equipment, transportation, configuration, art activation associated costs, installation, training, translation including ASL, childcare, design/graphics, writer/editor, printing, virtual platform costs and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

# APPENDIX E

## LETTER OF TRANSMITTAL FORM

# Letter of Transmittal Form

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)**

**RFP#: 21/30/P**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
 (Attach extra sheets, as needed)

**4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)**

\_\_\_\_\_  
 (Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_, 20\_\_\_\_\_  
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) by April 6, 2021 3pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal.

Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 21/30/P**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Arts and Culture and Community Engagement Departments via e-mail at:

Name: Central Purchasing Office  
Email: Purchasing@santafenm.gov

Forms must be submitted no later than April 6, 2021 3pm MST/MDT and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the City of Santa Fe **Procurement Manager** at Sam Burnett, [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov) When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project your providing a reference</b> (i.e., Administration, Facilitation/Training of community centered processes, public art activations, coordinating Cultural History Series/public programming and Reporting and Evaluation	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

**APPENDIX G**  
**NON-COLLUSION AFFIDAVIT**

# NON-COLLUSION AFFIDAVIT

*Complete, Sign and Return with your proposal.*

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization's name) whose address is \_\_\_\_\_.  
And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX H**  
**CONFLICT OF INTEREST**

# CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

*Complete, sign and return with your proposal.*

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Consultant Team, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Consultant Team and known key personnel needs to describe the conflict.

The Consultant Team agrees that, if after award, an organizational conflict of interest is discovered, the Consultant Team makes an immediate and full written disclosure to the City that includes a description of the action that the Consultant Team has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Consultant Team was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, \_\_\_\_\_ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team**. For the duration of this firm's involvement in the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract.

I certify that this firm will keep all **Culture, History, Art, Reconciliation and Truth**

**(CHART) Initiative: Consultant Team** contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract. I understand that if this firm leaves this **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the **Culture, History, Art, Reconciliation and Truth (CHART) Initiative: Consultant Team** contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

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Authorized Representative/Title:

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Phone Number:

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Fax Number:

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E-mail Address:

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Signature:

---

Date:

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The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

**APPENDIX I**  
**LIVING WAGE ORDINANCE**






# City of Santa Fe Living Wage Ordinance







PURSUANT TO THE CITY OF SANTA FE  
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987  
EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

# \$12.32 PER HOUR

## Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

## Who is Required to Pay the Living Wage?

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at  
<http://www.santafenm.gov>  
(Click on Hot Topics/Living Wage)

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 **ARFTUL LIFE, LLC.** , hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

WHEREAS, on January 13, 2021, the City Council adopted Resolution 2021-06, *Hosting Community Conversations on Santa Fe Cultures, Histories, Reconciliation, and Truth* (CHART);

WHEREAS, this Resolution called for the City will establish a City project team to provide sufficient organizational and logistics support for a community-centered process;

WHEREAS, numerous charitable, non-profits, and individuals, are invested in this community and desire to fundraise and contribute to the City’s goals toward Reconciliation; and

WHEREAS, the City desires to engage a consultant to facilitate this process.

**AGREEMENT**

IT IS AGREED BETWEEN THE PARTIES THAT ARTFUL LIFE, LLC WILL PROVIDE THE FOLLOWING:

**1. Scope of Work.**

- A. The CHART Consultant Team will be the lead to fulfill the Resolution’s framework through:

**Administration**

- 1) Design the community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table with an evaluator to ensure equity, inclusion and non-bias questions/framing

- 2) Manage an engagement calendar and schedule of online and in-person convenings, interviews and other interaction as needed
- 3) Identify and train a team of facilitators for community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table
- 4) Pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions
- 5) Conduct regular check in sessions for facilitators.
- 6) Ensure multi-lingual and accessibility access including not limited to child care when in person meetings are allowable by State Public Health Order
- 7) Collaborate with the City project team on city-wide outreach including but not limited to organizations and individuals
- 8) Coordinate and set meeting schedules with the City project team
- 9) Participate in weekly check-ins with the City project team regarding logistics and schedules
- 10) Design, coordinate, implement and manage Communications including social media, press releases, website, written summary reports, etc in coordination with the City's Communication's Director
- 11) Provide regular updates to the Governing Body on the status of the CHART process
- 12) Bi-lingual Spanish and other languages including American Sign Language as needed

### **Facilitation/Training**

- 1) Provide implicit and anti-racism training sessions to but not limited to City elected officials, City Project Team, City Directors and/or others as identified by the City
- 2) Convening of community dialogue sessions by organizations
- 3) Facilitate, as appropriate, a number of community dialogue sessions open generally to community members unaffiliated with a particular community organization
- 4) Facilitate one-on-one interviews
- 5) Facilitate Community Solutions Table
- 6) Facilitate convenings primarily via online platforms, although some in-person sessions may be public health criteria status.
- 7) Bi-lingual Spanish and other languages including American Sign Language as needed

### **Art Activations**

- 1) Engage Santa Fe's artistic and cultural community to produce 5-8 art activations modeled on but not exclusive to Paper Monuments  
Undertake artist outreach that includes all mediums, ages and career levels particularly with focus on Black Indigenous People of Color, Lesbian Gay Bisexual Trans Queer and non-binary and those from traditionally disenfranchised communities
- 2) Provide artists to be paid as possible
- 3) Identify locations for art activations include but not limited to the downtown Plaza as well as midtown and southside of Santa Fe
- 4) Utilize artist selection process that is call format and is to be as accessible as possible through simplified application
- 5) Coordinate with the City for site identification
- 6) Provide bi-lingual Spanish and other languages including American Sign Language as needed

### **Cultural History Series**

- 1) Create series focusing on Santa Fe and Northern New Mexico's history, present and future for both online and in person (when feasible)
- 2) Engage with historians, artists, culture bearers, storytellers, scientists, makers, etc. in formats that will engage a wide range of ages and interests – examples include panels, speaker series, pecha kuchas, interviews, storytelling, performance, etc.
- 3) Record and document all sessions for access to the public via City website/youtube or similar
- 4) Evaluate each session for efficacy and impact

### **Reporting and Evaluation**

- 1) Will be responsible for summarizing and/or collecting discussions notes from all engagements (convenings, interviews, survey) for the Community Solutions Table
- 2) Create and implement an evaluation for both participants and trained team facilitators on the process and outcomes
- 3) Use of data visualization, infographics, dashboards etc. that expresses data in various representation to convey the stories and information behind the numbers
- 4) Create a Final Report on the CHART Initiative (convenings, surveys, interviews, art activations, cultural history series, etc) in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions and include but not limited to recommendations for continued city-wide engagement
- 5) Create content for communications for updates and outreach in both digital and print in both Spanish and English, other languages as necessary

B. Performance Measures.

The Contractor shall substantially perform the following Performance Measures:

- 1) Prepare Regularly scheduled updates TBD and a Final Report on the process in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions and include but not limited to recommendations for continued city-wide engagement;

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in Resolution 2021-06.

2. Compensation.

A. The City shall pay to Artful Life, LLC in full payment for services satisfactorily performed at the rate of two hundred fifty four thousand dollars (\$254,000) BASED UPON DELIVERABLES, MILESTONES, such compensation not to exceed (\$254,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$254,000). 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.

D. The City shall pay to the Contractor based on a fixed price for each Deliverable item listed here:

Deliverable Item:	Amount:
<b>01: Upon contract execution and submittal of work plan:</b>	<b>\$129,000</b>

<b>02: Scope of Work Activities detailed in work plan for July through October, 2021:</b>	<b>\$50,000</b>
-------------------------------------------------------------------------------------------	-----------------

**Administration:** Design dialogue sessions, interviews, survey; Create and manage engagement calendar; Recruit, train and/or manage facilitator and convener teams; 1, Design survey; Collaborate w/City Project Team; Manage communications (including w/City); Update Governing.

**Facilitation:** Identify bias trainer and design trainings; Implicit Bias Trainings/City; Implement/Administer survey; Community Dialogue Sessions; One-on-one interviews.

**Art Activations:** Design art activations with dates and locations; Create call for artists/cultural practitioners; Distribute call; Hire and train artist team; Art activation events.

**Cultural History Series:** Design series; Series events; Evaluation of Cultural History Series. **Reporting & Evaluation:** Create evaluation tools; Implement evaluation tools; , Collect data.

<b>03: Scope of Work Activities detailed in work plan for November 2021-March 2022:</b>	<b>\$50,000</b>
-----------------------------------------------------------------------------------------	-----------------

**Administration:** Create and manage engagement calendar; Manage facilitator and convener team(s); Collaborate w/City Project Team; Manage communications (including w/City); Update Governing Body. **Facilitation:** Implicit Bias Trainings/City; Implement/Administer survey; Community Dialogue Sessions; One-on-one interviews; Community Solutions Table.

**Art Activations:** Art activation events.

**Cultural History Series:** Series events; Evaluation. **Reporting & Evaluation:** Implement

evaluation tools; Collect data; Analyze data.

**04: Scope of Work Activities detailed in work plan April-June 2022 including Present Recommendations and Final Report to Governing Body: \$25,000**

**Administration:** Collaborate w/City Project Team; Manage communications (including w/City); 11,12, Update Governing Body.

**Cultural History Series:** Evaluation.

**Reporting & Evaluation:** Implement evaluation tools; Collect data; Analyze data; Create final report; Present Recommendations and Final Report.

The total compensation under this Agreement shall not exceed two hundred fifty four thousand dollars (\$254,000) including New Mexico gross receipts tax.

**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. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**19. Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**20. Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

**D.** Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**21. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**22. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**23. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**24. Invalid Term or Condition.**

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

**25. Enforcement of Agreement.**

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

**26. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Pauline Kanako Kamiyama, Director, Arts and Culture Department  
201 W Marcy Street  
PO Box 909  
Santa Fe, NM 87504  
[pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov)

To the Contractor: Valerie Martinez, Founding Director, Artful Life, LLC  
3112 Camino Real Ct, NE  
Albuquerque, NM 87111  
valerie@artful-life.org

**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:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

Valerie Martinez  
Valerie Martinez (Jun 4, 2021 16:05 MDT)  
\_\_\_\_\_  
Valerie Martinez  
Executive Director, Artful Life, LLC.

DATE: \_\_\_\_\_

DATE: 6/4/2021  
CRS# 03-356124-00-9  
Registration # 230535

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Jun 4, 2021 14:25 MDT)  
\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR  
Constituents Services/Other Consulting: 1002575/510340 AJH  
Org. Name/Org#. AJH



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3202772

Contractor: Artful Life, LLC

Description: CHART Consultant team from RFP21/30/P

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: date of contract exec+ Term End Date: June 30,2022

Approved by Council Date: \_\_\_\_\_

### **Contract / Lease: contract**

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### **Amendment is for:**

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**Governing Body passed a resolution establishing the CHART process and Consultant team; RFP was issued and the Artful Life, LLC was the selected offerer.**

3. **Procurement History:** \_\_\_\_\_

*Fran D. Laway*  
Fran D. Laway (Jun 8, 2021 10:27 MDT)

Jun 8, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: RFP was issued and award is set to begin July 1, 2021 -award was delayed with Department

4. **Funding Source:** 1002575.510340 **Org / Object:** \_\_\_\_\_

*Andy Hopkins*  
Andy Hopkins (Jun 8, 2021 10:21 MDT)

Jun 8, 2021

Budget Officer Approval:

Date:

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2021

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

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


PRODUCER	Simply Business 1 Beacon Street 15th Floor Boston, MA 02108	CONTACT NAME:	Simply Business	
		PHONE (A/C, No, Ext):	(844) 654-7272	FAX (A/C, No):
		E-MAIL ADDRESS:	contactus@simplybusiness.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Hiscox Insurance Company Inc	10200
INSURED	Artful Life LLC 3112 Camino Real Court NE Albuquerque, New Mexico 87111	INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE    Y/N 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
A	<b>PROFESSIONAL LIABILITY</b>			HIUS3138182XB	07/01/2021	07/01/2022	EACH CLAIM    \$1,000,000.00 AGGREGATE    \$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	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:** ARTFUL LIFE LLC  
DBA: ARTFUL LIFE

**Business Location:** 3112 CAMINO REAL CT NE  
ALBUQUERQUE, NM 87111

**Owner:** Valerie Martinez

**License Number:** 230535

**Issued Date:** June 08, 2021

**Expiration Date:** June 08, 2022

**CRS Number:** 03356124009

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

ARTFUL LIFE LLC  
3112 CAMINO REAL CT NE NE  
ALBUQUERQUE, NM 87111

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.

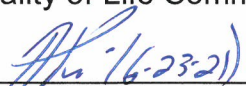
**TO BE POSTED IN A CONSPICUOUS PLACE**

# City of Santa Fe New Mexico

## Memo

DATE: June 22, 2021

TO: Governing Body  
Finance Committee  
Quality of Life Committee

FROM:   
Andrew Padilla, Chief of Police

**ITEM AND ISSUE:**

Request approval of Budget Amendment Resolution (BAR) for Department of Justice, Office of Justice Programs, FY 20 Coronavirus Emergency Supplemental Funding Grant Award.

**BACKGROUND AND SUMMARY:**

The City of Santa Fe has been awarded \$78,590 from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance "BJA FY 20 Coronavirus Emergency Supplemental Funding Program".

The grant funding is for the purpose of purchasing PPE for Police Department personnel and staff such as gloves, in various sizes, safety glasses, disposable 3 ply masks and KN 95 masks.

The award was signed by the City Manager, Jarel LaPan Hill, on July 9, 2020, as per Ordinance No. 2020-10, Section 1 20-1.4 paragraph E, City Manager Authority: During a state of emergency declared due to the spread of a contagious disease declared to be a public health emergency by the New Mexico Department of Health or recognized by the World Health Organization as a pandemic, the city manager has the authority to take the following actions, sub paragraph 3, approve contracts with a total value up to two hundred thousand dollars (\$200,000) excluding gross receipts taxes.

**REQUESTED ACTION:**

Approval of BAR as submitted.

Attachments:  
Grant Award  
Budget Amendment Resolution (BAR)

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

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

DEPARTMENT / DIVISION NAME					DATE	
Police Department / Administration					5/7/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>(enter as <u>positive</u> #)</i>	<i>(enter as <u>negative</u> #)</i>	
Operating Supplies	2230315	530200	CORONAEMER	\$78,578.00		
<u>REVENUES</u>				<i>(enter as <u>negative</u> #)</i>	<i>(enter as <u>positive</u> #)</i>	
Department of Justice-OJP Coronavirus Emer Supp	2230315	490555	CORONAEMER	(78,578)		
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo					\$	-

To record Grant Award for Coronavirus Emergency Supplemental Funding for the purpose of purchasing PPE for all Police Department personnel.

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

Laura A Vigil Prepared By <i>(print name)</i>	5/7/2021 Date	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>	Andy Hopkins Budget Officer	5/12/21 Date
Division Director Signature <i>(optional)</i>		<b>CITY COUNCIL APPROVAL</b>		
Date		City Council Approval Date	N/A	
Department Director Signature		Agenda Item #:	Finance Director { ≤ \$5,000 } N/A City Manager { ≤ \$60,000 }	
Date		Date		



**Department of Justice (DOJ)**  
Office of Justice Programs

Office of the Assistant Attorney General

*Washington, D.C. 20531*

June 5, 2020

Mr. Jarel LaPan Hill  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87504-1904

Dear Mr. LaPan Hill:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Santa Fe for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$78,590. These funds are for the project entitled Law Enforcement PPE.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Santa Fe accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Elaine Vanlandingham, Program Manager at (202) 305-0034; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**  
Office of Justice Programs  
*Office of Civil Rights*

---

Washington, DC 20531

June 5, 2020

Mr. Jarel LaPan Hill  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87504-1904

Dear Mr. LaPan Hill:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Handwritten signature of Michael L. Alston in black ink.

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for City of Santa Fe

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

ITEM # 20-0289

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 16																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87504-1904		4. AWARD NUMBER: 2020-VD-BX-1762 5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022																		
2a. GRANTEE IRS/VENDOR NO. 856000168		6. AWARD DATE 06/05/2020		7. ACTION Initial																
2b. GRANTEE DUNS NO. 069420818		8. SUPPLEMENT NUMBER 00																		
3. PROJECT TITLE Law Enforcement PPE		9. PREVIOUS AWARD AMOUNT \$ 0																		
		10. AMOUNT OF THIS AWARD \$ 78,590																		
		11. TOTAL AWARD \$ 78,590																		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program																				
15. METHOD OF PAYMENT GPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jarel LaPan Hill City Manager <i>Jarel LaPan Hill</i> <small>Jarel LaPan Hill (Jun 24, 2020 21:30 MDT)</small>																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Jarel LaPan Hill</i>		19A. DATE 7/9/2020																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>VD</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>78590</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	VD	80	00	00		78590	21. VVDUGT1542		
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT													
X	B	VD	80	00	00		78590													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

AWARD # 2020-VD-BX-1762

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*

Marcos Martinez (Jun 24, 2020 07:59 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

*Mary McCoy*

MARY McCOY, FINANCE DIRECTOR  
2230315.490555

ATTEST:

*Yolanda Y. Vigil*  
YOLANDA Y. VIGIL, CITY CLERK *YW*

6-25-20  
DATE



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Grant

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-1762

AWARD DATE 06/05/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

**Record retention and access:** Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This 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).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

**SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administe[r]ed in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

**SCOPE:** This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://oip.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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*SPECIAL CONDITIONS*

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

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PROJECT NUMBER 2020-VD-BX-1762

AWARD DATE 06/05/2020

*SPECIAL CONDITIONS*

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
34. FFATA reporting: Subawards and executive compensation
- The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made 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).
35. Required monitoring of subawards
- The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. Use of program income
- Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
37. Justice Information Sharing
- Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.
38. Avoidance of duplication of networks
- To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



Department of Justice (DOJ)  
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AWARD CONTINUATION  
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Grant

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PROJECT NUMBER 2020-VD-BX-1762

AWARD DATE 06/05/2020

*SPECIAL CONDITIONS*

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



Department of Justice (DOJ)  
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**AWARD CONTINUATION  
SHEET  
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PROJECT NUMBER 2020-VD-BX-1762

AWARD DATE 06/05/2020

*SPECIAL CONDITIONS*

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2020-VD-BX-1762

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Elaine Vanlandingham  
(202) 305-0034

2. PROJECT DIRECTOR (Name, address & telephone number)

Laura Vigil  
Accounting Supervisor  
P O Box 909  
2515 Camino Entrada  
Santa Fe, NM 87504-0909  
(505) 955-5086

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Law Enforcement PPE

5. NAME & ADDRESS OF GRANTEE

City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87504-1904

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 78,590

10. DATE OF AWARD

06/05/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

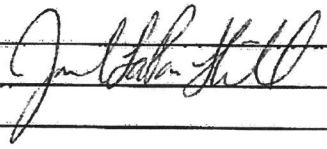
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

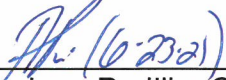
<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier      , if known:  City of Santa Fe P O Box 909 Santa Fe, NM 87504-0909  <b>Congressional District, if known:</b> 03	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  N/A  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b> US Department of Justice Office of Justice Programs	<b>7. Federal Program Name/Description:</b> Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation <b>CFDA Number, if applicable:</b> 16.034	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ 78,577.00	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  N/A	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  N/A	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	<b>Signature:</b> <u>Jarel LaPan Hill</u>  <b>Print Name:</b> <u>Jarel LaPan Hill</u> <b>Title:</b> <u>City Manager</u> <b>Telephone No.:</b> <u>(505) 955-6848</u> <b>Date:</b> <u>5/29/2020</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

# City of Santa Fe New Mexico

## Memo

DATE: June 22, 2021

TO: Governing Body  
Finance Committee  
Quality of Life Committee

FROM:   
Andrew Padilla, Chief of Police

### **ITEM AND ISSUE:**

Request approval of Budget Amendment Resolution (BAR) for New Mexico Department of Transportation Traffic Projects Grant Award.

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe has been awarded \$89,304 from the NM Department of Transportation for funding traffic projects: End Driving While Impaired (ENDWI); Buckle Up (BKLUP)/Click it or Ticket (CIOT); Selective Traffic Enforcement Program (STEP) / Summer Enforcement Period Project.

The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths. ENDWI Project for \$44,722 will allow officers to conduct sobriety checkpoints and DWI directed enforcement patrols in high crash locations identified in data compiled by local, state or federal government agencies and included in the City's Operational Plan. Buckle Up/Click it or Ticket Project for \$14,250 is to conduct occupant protection directed enforcement patrols in high crash locations. STEP and Summer Enforcement Program Project for \$30,332 is to conduct directed enforcement patrols in high crash locations identified and included in the City's Operational Plan.

The award was signed by the City Manager, Jarel LaPan Hill, on February 4, 2021, as per Ordinance No. 2020-10, Section 1 20-1.4 paragraph E, City Manager Authority: During a state of emergency declared due to the spread of a contagious Disease declared to be a public health emergency by the New Mexico Department of Health or recognized by the World Health Organization as a pandemic, the city manager has the authority to take the following actions, sub paragraph 3, approve contracts with a total value up to two hundred thousand dollars (\$200,000) excluding gross receipts taxes.

**REQUESTED ACTION:**

Approval of BAR as submitted.

Attachments:

Grant Award

Budget Amendment Resolution (BAR)



CONTRACT NUMBER: \_\_\_\_\_  
GRANTEE DUNS NUMBER: 069420818  
VENDOR NUMBER: 0000054360

### GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of Santa Fe (**Grantee**), collectively referred to as "the Parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
  - a. End Driving While Impaired (**ENDWI**), Project No. 01-AL-64-090, \$44,722.00;
  - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 01-OP-RF-090, \$14,250.00;
  - c. Selective Traffic Enforcement Program (**STEP**), Project No. 01-PT-RF-090, \$30,332.00;
  - d. Total Funding awarded per this Agreement \$89,304.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving by giving the Department thirty (30) days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.
7. **Appropriations.** The Grantee acknowledges that:
  - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
  - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
  - c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
  - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
  - b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15 (and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation);
  - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations;
  - d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
  - e. those sections in **Exhibit D** labeled "applies to subrecipients as well as states."
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

to the Department at:  
New Mexico Dept. of Transportation  
Attn: Traffic Safety Division  
P.O. Box 1149  
Santa Fe, NM 87504

to the Grantee at:  
Santa Fe PD  
Attn: Chief Andrew Padilla  
2515 Camino Entrada  
Santa Fe, NM 87505

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** 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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
14. **Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2021, unless earlier terminated as provided in Section 6 or Section 7.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the Parties, except that this Agreement does not supersede the Grantee's rights under any other grant agreement.
19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded Agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

**The remainder of this page is intentionally left blank.**

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

**SANTA FE, CITY OF**

By: Jarel LaPan Hill  
Jarel LaPan Hill (Feb 4, 2021 08:56 MST)

Date: Feb 4, 2021

Title: City Manager

Approved as to form and legal sufficiency.

By: *John Howell*  
Assistant General Counsel  
Department of Transportation

Date: Dec 18, 2020

Approved as to form and legal sufficiency.

By: Marcos Martinez  
Marcos Martinez (Feb 23, 2021 08:38 MST)

Date: Feb 23, 2021

Title: Senior Assistant City Attorney

## Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 01-AL-64-090

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 9 officers and must last at least 5 hours. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
  - “**Agency Coordinator**” means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.
  - “**Directed Enforcement Patrols**” means activities that enforce traffic laws in areas consistent with the agency's operational plan.
  - “**Operational Plan**” means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
  - “**Winter Superblitz Period**” means November 13, 2020 to January 2, 2021.
  - “**St. Patrick's Day Mini Superblitz Period**” means March 12 to March 20, 2021.
  - “**Cinco de Mayo May Mini Superblitz Period**” means May 1 to May 7, 2021.
  - “**Fourth of July Mini Superblitz Period**” means July 1 to July 8, 2021.
  - “**National DWI Mobilization Period**” means August 20 to September 6, 2021.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers' normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2021. If the final claim is submitted after October 31, 2021, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
- a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
  - b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
  - c. overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the SCs and/or DDEPs conducted during the claim month. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
  - d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.
5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be 23 U.S.C. Section 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$44,722.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$44,722.00

7. **Goals.** The Department's performance goals for the state are as follows: Five-year average alcohol-impaired fatality data show a relatively stable trendline from 2014 to 2018, and projected data through 2021 shows the trendline remaining stable. Given this data and the State's continued focus on reducing drunk driving through ENDWI and the National Drive Sober or Get Pulled Over enforcement and media efforts, the State has determined to set the five-year average projection of 110 as the 2021 target
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

## Exhibit B: Scope of Work, Training, Reimbursement and Reporting

**BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 01-OP-RF-090**

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.
  
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
  - "Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.
  
  - "Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.
  
  - "Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
  
  - "Winter Superblitz Period"** means November 13, 2020 to January 2, 2021.
  
  - "St. Patrick's Day Mini Superblitz Period"** means March 12 to March 20, 2021.
  
  - "Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2021.
  
  - "National Occupant Protection Mobilization Click It or Ticket period"** means November 16-29, 2020 and May 24 to June 6, 2021.
  
  - "Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2021.
  
  - "National DWI Mobilization Period"** means August 20 to September 6, 2021.
  
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2021. If the final claim is submitted after October 31, 2021, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
  - b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
  - c. assistance at child safety seat clinics or car seat fitting stations.
5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$14,250.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$14,250.00

7. **Goals.** The Department's performance goals for the state are to:
- a. Unrestrained occupant fatalities rose by 7 percent in 2018 from 2017, but preliminary and projected data indicate relatively stable numbers of these fatalities through 2021. Given the State's BKUP enforcement and awareness campaign and participation in the National CIOT, the State has determined to set the annual projection of 114 as the 2021 target
  - b. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011. The State anticipates being able to maintain its seatbelt use above 90 percent in 2021 and determines to set the annual projection of 91.0% as the 2021 target

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

## Exhibit C: Scope of Work, Training, Reimbursement and Reporting

### SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and SUMMER ENFORCEMENT PERIOD Project Number: 01-PT-RF-090

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPs through the grant period with a focus on participating during the Summer enforcement period which runs June 20, 2020 through September 27, 2021.*
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

**"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

**"Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

**"Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2021. If the final claim is submitted after October 31, 2021, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this Exhibit C; and
  - b. training for officers not previously trained in STEP.
5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$30,332.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$30,332.00

7. **Goals.** The Department’s performance goals for the state are as follows:
- a. Speeding-related fatalities rose by 10.6 percent in 2016 from 2014, and then fell by 9.6 percent in 2018 from 2016. Preliminary data indicate that speeding-related fatalities were 36.8% of all crash fatalities in 2019, and projected data show these fatalities increasing again in 2020 and 2021. Given these anticipated increases, the State has determined to set the annual projection of 155 as the 2021 target
  - b. Five-year average alcohol-impaired fatality data show a relatively stable trendline from 2014 to 2018, and projected data through 2021 shows the trendline remaining stable. Given this data and the State’s continued focus on reducing drunk driving through ENDWI and the National Drive Sober or Get Pulled Over enforcement and media efforts, the State has determined to set the five-year average projection of 110 as the 2021 target
  - c. New Mexico’s observed seatbelt use percentage has remained above 90 percent since 2011. The State anticipates being able to maintain its seatbelt use above 90 percent in 2021 and determines to set the annual projection of 91.0% as the 2021 target
  - d. Five-year average fatalities rose by 5.6 percent between 2014 and 2018, and preliminary and projected data indicate that fatalities will continue to increase, but by a higher 15.6 percent between 2017 and 2021. The State has determined to set a five-year average target at the projected level of 411.6.
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

## Exhibit D: Certifications and Assurances

### Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2021 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

*[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

State: New Mexico

Fiscal Year: 2021

**By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:**

#### **GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

#### **INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

#### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

#### **NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
  - 1. Taking appropriate personnel action against such an employee, up to and including termination;
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, the making of any Federal grant, the making of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

### **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
  - Submission of information regarding mobilization participation into the HVE Database;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).  
(23 U.S.C. 402(b)(1)(F))

8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

**I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.**

  
 Michael Sandoval (Jul 27, 2020 10:43 MDT)

\_\_\_\_\_  
 Signature Governor's Representative for Highway Safety

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed name of Governor's Representative for Highway Safety

## New Mexico Traffic Safety Division Project Information Sheet

Contract Number:					
Government Unit:		Santa Fe, City of			
Contract term:		( - 09/30/2021)			
Vendor Number:		0000054360	Address ID:		
<b>Grantee Contact Info</b>					
Project Director and Title:		Chief Andrew Padilla			
Phone:	505-955-5257	E-mail:	aapadilla@ci.santa-fe.nm.us		
Agency Name:		Santa Fe, City of			
Address:		PO Box 909			
City, State ZIP:		Santa Fe, New Mexico 87504			
<b>TSD Contact Info</b>					
Program Manager:		John Vargas	Phone:	505-231-6784	
TSD Finance:		Avalon Wright	Phone:	505-660-8103	
<b>Budget Breakdown</b>					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	01-AL-64-090	\$44,722.00	10010	5000000000	
BKLUP	01-OP-RF-090	\$14,250.00	20100	5100000000	
STEP	01-PT-RF-090	\$30,332.00	20100	5100000000	
<b>Total</b>		<b>\$89,304.00</b>			
PO Entered by TSD Finance:					Date:
PO Approved by Contracts:					Date:
Comments:					

**Signature:**

**Email:** rocio.dominguez@state.nm.us

CITY OF SANTA FE:

Jarel LaPan Hill

Jarel LaPan Hill (Feb 4, 2021 08:56 MST)

JAREL LAPAN HILL, CITY MANAGER

DATE: Feb 4, 2021

ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Feb 4, 2021 10:15 MST)

KRISTINE MIHELICIC, CITY CLERK<sup>XIV</sup> new

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jan 25, 2021 11:32 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

1000065.501400

AL  
AL



# City of Santa Fe, New Mexico

# memo

**DATE:** January 22, 2021

**TO:** Jarel LaPan- Hill, City Manager

**VIA:** Mary McCoy, Finance Department Director  
Fran Dunaway, Purchasing Officer  
Andrew Padilla, Chief of Police (12221)

**FROM:**   
Paul Joye, Deputy Chief of Police

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**ITEM AND ISSUE:**

Request for a General Fund budget increase and approval of NM Department of Transportation for the funding of projects: End Driving While Impaired (ENDWI) Project # 01-AL-64-090; Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 01-OP-RF-090, Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 01-PT-RF-090 in the Total Project Amount of \$89,304. (Deputy Chief Paul Joye, [pmoye@santafenm.gov](mailto:pmoye@santafenm.gov), ext. 5040.)

**BACKGROUND AND SUMMARY:**

The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths. End Driving While Impaired (ENDWI) Project #01-AL-64-090 for \$44,722 will allow officers to conduct sobriety checkpoints and DWI directed enforcement patrols in high crash locations identified in data compiled by local, state or federal government agencies and included in the City's Operational Plan. Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 01-OP-RF-090 for \$14,250 is to conduct occupant protection directed enforcement patrols in high crash locations. Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 01-PT-RF-090 for \$30,332 is to conduct directed enforcement patrols in high crash locations identified in data compiled local, state or federal government agencies and the City's Operational Plan.


The agreement becomes effective upon the date of the signature of both parties and ends September 30, 2021. This request is to increase the General Fund budget - Police Overtime 1000065.501400 in the amount of \$89,304.

**ACTION REQUESTED:**

The Police Department respectfully requests your review and approval for budget increase of NM Department of Transportation Consolidated Project Agreement. Thank you in advance for your assistance.

# City of Santa Fe, New Mexico

# memo

**DATE:** January 22, 2021  
**TO:** Fran Dunaway, Chief Procurement Officer  
**FROM:** Paul Joye, Deputy Chief of Police   
**SUBJECT:** Exemption Determination Request

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The Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Letter of Justification for Grant Agreement is between the New Mexico Department of Transportation Traffic Safety Division and City of Santa Fe Police Department to conduct projects aimed at reducing traffic-related injuries and deaths.

City of Santa Fe follows the New Mexico State Procurement code.

*State Procurement Exemption: 13-1-98 A (State Agency) - procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

State Agency: New Mexico Department of Transportation Traffic Safety Division  
Amount: No Cost for City of Santa Fe – Grant Reimburse  
Term: Upon Signature approval of City Manager through September 30, 2021

Approved Exemption:

  
Fran Dunaway (Jan 27, 2021 09:26 MST)

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Fran Dunaway, Chief Procurement Officer



### CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department of Transportation Traffic Safety Division

Procurement Title: Letter of Justification for Grant Agreement between the NM Dept. of Transportation Traffic Safety Division and SFPD

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  Grant Agreement

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

Department Requesting: Santa Fe Police Department Staff Name: Deputy Chief Paul Joye

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Letter of Justification for Grant Agreement between the NMDOT Traffic Safety Division and SFPD</u>

Paul Joye Deputy Chief 1/22/21  
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway  
Fran Dunaway (Jan 27, 2021 09:26 MST)  
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 # 3202504

Contractor: New Mexico Department of Transportation Traffic Safety Division

Description: New Mexico Department of Transportation for the award of Traffic projects: (ENDWI) Project # 01-AL-64-090, Buckle Up(BKLUP)/Click it or Ticket(CIOT) Project # 01-OP-RF-090, and (STEP)/Summer Enforcement Period Project # 01-PT-RF-090.

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: upon signed approval Term End Date: 09/30/2021

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

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

The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths.

3. Procurement History: \_\_\_\_\_

Sam Denny  
Sam Denny (Jan 27, 2021 08:26 MST)

Jan 27, 2021

Purchasing Officer Review \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Exemption: 13-1-98A Entity to Entity

4. Funding Source: \_\_\_\_\_ Org / Object: 1000065-501400

Alexis Lotero  
Alexis Lotero (Jan 27, 2021 09:11 MST)

Jan 27, 2021

Budget Officer Approval \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Grants- Letter of Justification for Grants Agreement

Staff Contact who completed this form: AnnaMarie Bowen Phone # x5122

Email: acbowen@santafenm.gov

To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

## MEMORANDUM

**Date:** October 16, 2020  
**To:** Michael Sandoval, Cabinet Secretary  
**Through:** Jeff Barela, Director, Traffic Safety Division *Jeff Barela*  
JEFF BARELA (DEC 10, 2020 11:21 AMST)  
**From:** Kimberly Wildharber, Staff Manager  
**Subject:** Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and the City of Santa Fe.

1. TSD Program Manager John Vargas Phone # 505-231-6784 will oversee the project(s).
2. The Consolidated Agreement provides funding to Santa Fe PD to conduct the following project(s) and activities as shown below.
  - ENDWI – \$44,722.00 (Federal 164 AL Fund)  
The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
  - BKLUP - \$14,250.00 (State Road Fund)  
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
  - STEP – \$30,332.00 (State Road Fund)  
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.
3. The agreement will be effective from date of last signature to 9/30/2021.
4. A deliverables table is listed in Exhibit A-C.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

General Office

P. O. Box 1149

Santa Fe, NM 87504

**Michelle Lujan  
Grisham**  
Governor

**Michael R. Sandoval**  
Cabinet Secretary

### Commissioners

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Bruce Ellis**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6



New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

October 16, 2020

Chief Andrew Padilla  
Santa Fe PD  
2515 Camino Entrada  
Santa Fe, New Mexico 87550

RE: Project Agreement

Dear Chief Andrew Padilla:

Enclosed is the project agreement for the federal 2021 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
01-AL-64-090	23 U.S.C. § 164	20.608	69A37520300001640NMA	8/14/2019	\$44,722.00
01-OP-RF-090	State Road Fund				\$14,250.00
01-PT-RF-090	State Road Fund				\$30,332.00

**2 CFR Subpart F 200.500-521**

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

**Michelle Lujan Grisham**  
Governor

**Michael R. Sandoval**  
Cabinet Secretary

**Commissioners**

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Bruce Ellis**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6



*(d) Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2020, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {20}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

#### **Operational Plan**

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

#### **Performance Indicators**

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

- ENDWI Medium Agency (Populations 50,000 - 99,000) – 1 DWI in 32 Hours
- BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
- STEP 2 citations or warnings for every hour of enforcement worked.

***At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.***

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

  
Jeff Barela (Dir.) 10/20/2015 01:18:57

Jeff Barela, Director  
Traffic Safety Division

Enclosure

**Office of General Counsel Contract Brief Form**

Date: October 16, 2020 From: John Vargas Location: Traffic Safety Division

Phone: 505-231-6784

Agency: NMDOT

Contractor: Santa Fe, City of

Project No.: 01-AL-64-090, 01-OP-RF-090, 01-PT-RF-090

NEW CONTRACT

- Copy of RFP, if applicable
- Copy of approved sole source justification
- Copy of approved small purchase justification
- Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT

- Scope of Work
- Additional Compensation
- Time extension

*Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)*

EXEMPT FROM PROCUREMENT PROCESS (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

**Attorney Review Comments**

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.

Please make corrections on pages \_\_

I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

CONTRACT NUMBER: \_\_\_\_\_  
GRANTEE DUNS NUMBER: 069420818  
VENDOR NUMBER: 0000054360

### GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of Santa Fe (**Grantee**), collectively referred to as "the Parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
  - a. End Driving While Impaired (**ENDWI**), Project No. 01-AL-64-090, \$44,722.00;
  - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 01-OP-RF-090, \$14,250.00;
  - c. Selective Traffic Enforcement Program (**STEP**), Project No. 01-PT-RF-090, \$30,332.00;
  - d. Total Funding awarded per this Agreement \$89,304.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.
7. **Appropriations.** The Grantee acknowledges that:
  - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
  - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
  - c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
  - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
  - b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15 (and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation);
  - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations;
  - d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
  - e. those sections in **Exhibit D** labeled "applies to subrecipients as well as states."
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

to the Department at:  
New Mexico Dept. of Transportation  
Attn: Traffic Safety Division  
P.O. Box 1149  
Santa Fe, NM 87504

to the Grantee at:  
Santa Fe PD  
Attn: Chief Andrew Padilla  
2515 Camino Entrada  
Santa Fe, NM 87505

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** 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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
14. **Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2021, unless earlier terminated as provided in Section 6 or Section 7.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the Parties, except that this Agreement does not supersede the Grantee's rights under any other grant agreement.
19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded Agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

**The remainder of this page is intentionally left blank.**

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

**SANTA FE, CITY OF**

By: Jarel LaPan Hill  
Jarel LaPan Hill (Feb 4, 2021 08:56 MST)

Date: Feb 4, 2021

Title: City Manager

Approved as to form and legal sufficiency.

By: J. Howell  
Assistant General Counsel  
Department of Transportation

Date: Dec 18, 2020

Approved as to form and legal sufficiency.

By: Marcos Martinez  
Marcos Martinez (Feb 23, 2021 08:38 MST)

Date: Feb 23, 2021

Title: Senior Assistant City Attorney

**Exhibit A: Scope of Work, Training, Reimbursement and Reporting**

**END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 01-AL-64-090**

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 9 officers and must last at least 5 hours. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.
  
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
  - "Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.
  
  - "Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.
  
  - "Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
  
  - "Winter Superblitz Period"** means November 13, 2020 to January 2, 2021.
  
  - "St. Patrick's Day Mini Superblitz Period"** means March 12 to March 20, 2021.
  
  - "Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2021.
  
  - "Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2021.
  
  - "National DWI Mobilization Period"** means August 20 to September 6, 2021.
  
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2021. If the final claim is submitted after October 31, 2021, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
- a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
  - b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
  - c. overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the SCs and/or DDEPs conducted during the claim month. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
  - d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.
5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be 23 U.S.C. Section 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$44,722.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$44,722.00

7. **Goals.** The Department's performance goals for the state are as follows: Five-year average alcohol-impaired fatality data show a relatively stable trendline from 2014 to 2018, and projected data through 2021 shows the trendline remaining stable. Given this data and the State's continued focus on reducing drunk driving through ENDWI and the National Drive Sober or Get Pulled Over enforcement and media efforts, the State has determined to set the five-year average projection of 110 as the 2021 target
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

## Exhibit B: Scope of Work, Training, Reimbursement and Reporting

**BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 01-OP-RF-090**

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
  - "Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.
  - "Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.
  - "Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
  - "Winter Superblitz Period"** means November 13, 2020 to January 2, 2021.
  - "St. Patrick's Day Mini Superblitz Period"** means March 12 to March 20, 2021.
  - "Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2021.
  - "National Occupant Protection Mobilization Click It or Ticket period"** means November 16-29, 2020 and May 24 to June 6, 2021.
  - "Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2021.
  - "National DWI Mobilization Period"** means August 20 to September 6, 2021.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2021. If the final claim is submitted after October 31, 2021, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
- b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
- c. assistance at child safety seat clinics or car seat fitting stations.

5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$14,250.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$14,250.00

7. **Goals.** The Department's performance goals for the state are to:

- a. Unrestrained occupant fatalities rose by 7 percent in 2018 from 2017, but preliminary and projected data indicate relatively stable numbers of these fatalities through 2021. Given the State's BKLUP enforcement and awareness campaign and participation in the National CIOT, the State has determined to set the annual projection of 114 as the 2021 target
- b. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011. The State anticipates being able to maintain its seatbelt use above 90 percent in 2021 and determines to set the annual projection of 91.0% as the 2021 target

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

## Exhibit C: Scope of Work, Training, Reimbursement and Reporting

### SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and SUMMER ENFORCEMENT PERIOD Project Number: 01-PT-RF-090

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPs through the grant period with a focus on participating during the Summer enforcement period which runs June 20, 2020 through September 27, 2021.*
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

**"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

**"Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

**"Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2021. If the final claim is submitted after October 31, 2021, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
  - b. training for officers not previously trained in STEP.
5. **Reporting.** *The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$30,332.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$30,332.00</b>

7. **Goals.** The Department’s performance goals for the state are as follows:
- a. Speeding-related fatalities rose by 10.6 percent in 2016 from 2014, and then fell by 9.6 percent in 2018 from 2016. Preliminary data indicate that speeding-related fatalities were 36.8% of all crash fatalities in 2019, and projected data show these fatalities increasing again in 2020 and 2021. Given these anticipated increases, the State has determined to set the annual projection of 155 as the 2021 target
  - b. Five-year average alcohol-impaired fatality data show a relatively stable trendline from 2014 to 2018, and projected data through 2021 shows the trendline remaining stable. Given this data and the State's continued focus on reducing drunk driving through ENDWI and the National Drive Sober or Get Pulled Over enforcement and media efforts, the State has determined to set the five-year average projection of 110 as the 2021 target
  - c. New Mexico’s observed seatbelt use percentage has remained above 90 percent since 2011. The State anticipates being able to maintain its seatbelt use above 90 percent in 2021 and determines to set the annual projection of 91.0% as the 2021 target
  - d. Five-year average fatalities rose by 5.6 percent between 2014 and 2018, and preliminary and projected data indicate that fatalities will continue to increase, but by a higher 15.6 percent between 2017 and 2021. The State has determined to set a five-year average target at the projected level of 411.6.
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

## Exhibit D: Certifications and Assurances

### Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2021 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

*[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

State: New Mexico

Fiscal Year: 2021

**By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:**

#### **GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

#### **INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

#### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

#### **NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  - 1. Abide by the terms of the statement;
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
  - 1. Taking appropriate personnel action against such an employee, up to and including termination;
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, the making of any Federal grant, the making of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

##### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

### **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
  - Submission of information regarding mobilization participation into the HVE Database;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).  
(23 U.S.C. 402(b)(1)(F))

8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

**I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.**

  
Michael Sandoval | Jul 27, 2020 10:43 MDT

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Signature Governor's Representative for Highway Safety Date

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Printed name of Governor's Representative for Highway Safety

## New Mexico Traffic Safety Division Project Information Sheet

Contract Number:					
Government Unit:		Santa Fe, City of			
Contract term:		(                    - 09/30/2021)			
Vendor Number:		0000054360	Address ID:		
<b>Grantee Contact Info</b>					
Project Director and Title:		Chief Andrew Padilla			
Phone:	505-955-5257	E-mail:	aapadilla@ci.santa-fe.nm.us		
Agency Name:		Santa Fe, City of			
Address:		PO Box 909			
City, State ZIP:		Santa Fe, New Mexico 87504			
<b>TSD Contact Info</b>					
Program Manager:		John Vargas	Phone:	505-231-6784	
TSD Finance:		Avalon Wright	Phone:	505-660-8103	
<b>Budget Breakdown</b>					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	01-AL-64-090	\$44,722.00	10010	5000000000	
BKLUP	01-OP-RF-090	\$14,250.00	20100	5100000000	
STEP	01-PT-RF-090	\$30,332.00	20100	5100000000	
<b>Total</b>		<b>\$89,304.00</b>			
PO Entered by TSD Finance:					Date:
PO Approved by Contracts:					Date:
Comments:					

**Signature:**

**Email:** rocio.dominguez@state.nm.us

CITY OF SANTA FE:

Jarel LaPan Hill

Jarel LaPan Hill (Feb 4, 2021 08:56 MST)

JAREL LAPAN HILL, CITY MANAGER

DATE: Feb 4, 2021

ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Feb 4, 2021 10:15 MST)

KRISTINE MIHELICIC, CITY CLERK <sup>new</sup><sub>XIV</sub>

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jan 25, 2021 11:32 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

1000065.501400

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