City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
AUGUST 02, 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, and the ban on public gatherings in excess of those permitted in the current Public Health 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.

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.

Internet: The meeting is available on Zoom: https://santafenm-gov.zoom.us/j/91482824454?pwd=YXJaQkRyT2ZHK0UxNFRBUTJ3SThUQT09
Passcode: 582933
Phone: 2532158782 or 91482824454
Webinar ID: 914 8282 4454
Passcode: 582933
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**

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – July 19, 2021

6. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF BILL NO. 2021-16. (Councilor Romero-Wirth and Councilor Garcia)
An Ordinance Relating to the Campaign Code; Amending Section 9-2.3 SFCC 1987 to Amend the Definition of a "Political Committee" to Include a Threshold Amount for Reporting Contributions; Amending Section 9-2.6 to Increase the Aggregate Expenditure Amount Requiring Reporting to Five Hundred Dollars and to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements; Amending Section 9-2.7 to Make Necessary Changes Regarding References to a "Political Committee"; and Amending Section 9-2.11 to Exempt Aggregate Contribution Amounts of Less Than Twenty-Five Dollars From Separate Reporting Requirements. (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Introduced: 06/30/21
Governing Body (Request to Publish): 07/28/21
Finance Committee: 08/02/21
Quality of Life Committee: 08/4/21
Governing Body (Public Hearing): 08/25/21

b. Request for the Approval of Budget Amendment Resolution and Memorandum of Understanding (MOU)- Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Fund in the Total Amount of $40,000. (Santa Fe County); (Thomas Grundler, Lieutenant: tjgrundler@santafenm.gov, 505-955-5359)

Committee Review:
Finance Committee: 08/02/2021
Quality of Life Committee: 08/04/2021
Governing Body Committee: 08/11/2021

c. CONSIDERATION OF BILL NO. 2021-__. (Mayor Webber)

An Ordinance Authorizing the City of Santa Fe ("Borrower") to Enter into a Loan Agreement with the New Mexico Environment Department ("NMED") for the Purpose of Obtaining Project Loan Funds up to the Amount of $4,000,000 Plus Accrued Interest and Loan Subsidy Grant Funds in the Amount of $180,000 for Total Funded Amount not to Exceed $4,180,000; Designating the Use of the Funds for the Purpose Defined in the Most Current Project Description Form as Approved by NMED; Declaring the Necessity for the Loan; Providing that the Loan Will be Payable and Collectible Solely from the Borrower's Pledged Revenues Defined Below; and Prescribing Other Details Concerning the Loan and the Security Therefore. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:
Introduced: 07/14/21
Finance Committee: 08/02/21
Public Works and Utilities Committee: 08/09/21
Governing Body (request to publish): 08/11/21
Governing Body (public hearing): 08/25/21

d. CONSIDERATION OF RESOLUTION NO.2021-__. (Mayor Webber)
A Resolution Authorizing the Assignment of Authorized Officer(s) and Agent(s) for Project Number CWSRF 088. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

Committee Review:
Introduced: 07/14/21
Finance Committee: 08/02/21
Public Works and Utilities Committee: 08/09/21
Governing Body: 08/11/21

e. Request for Approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the Amount of $195,000 for School Cross Guard Program for Four (4) School years; Santa Fe Public Schools; (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:
Finance Committee – 08/02/2021
Public Works & Utilities Committee – 08/09/2021

Governing Body – 08/11/2021

f. Request for Approval of a Professional Services Agreement for a Total Amount of $252,478.00 for a four (4) Year Sole Source contract to United Way of Central New Mexico to Operate a 2-1-1 Call Center in Santa Fe City and County. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 505-955-6678)

Committee Review:
Finance Committee: 08/2/2021
Quality of Life Committee: 08/4/2021
Governing Body: 08/11/2021

g. Request for Approval of Amendment #1 of the Professional Services Agreement #19-0127 with WSP USA for engineering servcies related to the Arroyo Chamisos Crossing Project to Amend the Scope of Work and increase compensation by a sum not to exceed one million dollars ($1,000,000.00) excluding gross receipts tax. (Romella Glorioso-MOss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6632)

1) Request for Approval to Budget Adjustment Request (BAR) $250,000 of funds from Roads Impact Fees to fund completion of Phase 1B "Detailed Analysis of Alternative B" for CIP #876B – Arroyo De Los Chamisos Crossing Project.

Committee Review:
Finance Committee: 08/02/2021
Public Works & Utilities Committee: 08/09/2021
Governing Body: 08/11/2021

h. Request for Approval of Resolution, Cooperative Agreements, and Budget Adjustment Request (BAR) for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding:(Thomas Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

1) CONSIDERATION OF RESOLUTION BO. 2021 - (Councilor Rivera, Councilor Abeyta)
A resolution accepting (1) A Municipal Arterial Program (MAP) Cooperative Agreement identified as control Number L500473 and (2) A Local Government Road Fund (LGRF) Cooperative Agreement Identified as Control Number L500444 – both Agreements are from

the New Mexico Department of Transportation (NMDOT) regarding the Agua Fria street and South Meadows Road Intersection Improvement Project

2) Request for Approval of a Municipal Arterial Program Cooperative Agreement (Munis Contract # 3202845) with the NMDOT in the amount of $124,444 for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and misc improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project.

3) Request for Approval of a Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the NMDOT in the amount of $75,833.00 for the reconstruction, pavement rehabilitation/improvements, traffic signal improvements and miscellaneous improvements of CIP 853C – Agua Fria and South Meadows Road Intersection Improvements Project

4) Request for Approval of Budget Adjustment Request (BAR) to budget NMDOT Grant funding into WIP Construction (ORG / OBJ - 3309980.572970) in the amount of $150,208.00

Committee Review:
Finance Committee: 08/02/2021
PW&U Committee: 08/09/2021
Governing Body: 08/11/2021

i. Request Approval of Amendment #2 to the 2019 Annual Action Plan, required by the U.S. Department of HUD that describes proposed uses of CARES Act funding in the amount of $581,333. Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868 (remote phone). **Committee Review:**
Finance Committee 08/02/2021
Quality of Life Committee 08/04/2021
Public Works Committee 08/09/2021
Governing Body 08/11/2021

j. Request for Approval of FY22 Police Vehicle Purchase Request in the Total Amount of $1,155,371.32 for the vehicles, equipment, and labor costs associated with each vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:

Finance Committee: 8/02/2021
Quality of Life Committee: 8/04/2021
Governing Body Committee: 8/11/2021

k. Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of $150,000.00 to Provide Services to Examine Internal Controls; REDW LLC.; (Alexis Lotero, Assistant Finance Director, aclotero@santafenm.gov, 955.6137)

Committee Review:
Finance Committee: 8/2/2021
Quality of Life Committee: 8/4/2021
Governing Body: 8/11/2021

7. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

9. **MATTERS FROM THE CHAIR**

10. **NEXT MEETING: Monday, August 16, 2021**

11. **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

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
JULY 19, 2021
5:00 PM

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.

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Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**

Meeting started 5:00 p.m.

2. **ROLL CALL**

Members Present:

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

Members Excused:

Others Attending:

Bradley Fluetsch, Cash and Investment Manager
Fran Dunaway, Chief Procurement Officer
Carolynn Roibal, Administrative Manager
Alexis Lotero, Attendee

All Finance Committee Members present.

3. **APPROVAL OF AGENDA**

MOTION: Councilor Cassutt moved, seconded by Councilor Lindell, 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 Romero-Wirth moved, seconded by Councilor Cassutt, to approve the Consent Agenda as amended. Councilor Lindell pulled items c and e for 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

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – July 6, 2021

Councilor Abeyta recused himself from vote on approval of the minutes.

MOTION: Councilor Cassutt moved, seconded by Councilor Lindell, to approve the Minutes as presented.

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

6. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF BILL NO 2021-15. (Mayor Webber)
An Ordinance Authorizing the Issuance and Sale of the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021 in an Aggregate Principal Amount not to Exceed $14,745,000 for the Purpose of (1) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2010B and Maturing On and After June 1, 2022; (2) Refunding, Discharging and Paying the City of Santa Fe, New Mexico Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A and Maturing On and After June 1, 2022; and (3) Paying Costs of Issuance of the Series 2021 Bonds; Calling for the Redemption of the Outstanding Series 2010B Bonds and Series 2012A Bonds; Providing that the Bonds Will be Payable and Collectible from Certain Gross Receipts Tax Revenues Distributed to the City; Approving the Selection of an Underwriter and Forms of a Preliminary Official Statement and a Paying Agent Registrar and Depositary Agent Agreement; Delegating Authority to

the Mayor or, in the Mayor's Absence, the City Manager or Finance Director, to Approve the Final Principal Amount, Interest Rates and Other Details of the Bonds Within the Parameters Set Forth in this Authorizing Ordinance, and to Execute and Deliver a Bond Purchase Agreement for the Sale of the Bonds to the Underwriter; Proving for the Collection of Certain Gross Receipts Tax Revenues; Approving Certain Other Agreements and Documents in Connection with the Bonds; Ratifying Action Previously Taken in Connection with the Bonds; Repealing all Ordinances in Conflict Herewith; and Related Matters. (Mayor Webber) (Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

Committee Review:
Introduced: 06/30/21
Governing Body (request to publish): 07/14/21
Finance Committee: 07/19/21
Public Works and Utilities Committee: 07/26/21
Governing Body (public hearing): 08/11/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the bill 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

b. Request for Approval for Award of Bid '21/37/B for the City Wide Water Utility Construction & Repair Price Agreement CIP # 3057 with Sub Surface Contracting, Inc. and A.A.C Construction, LLC for $250,000.00 exclusive of NMGRT to each contractor, per Fiscal Year. (Bill Huey, Engineer, bchuey@santafenm.gov, 955-4273) 1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $542,188 from the Water Enterprise Fund cash balance to the Water CIP fund for FY 2022.
Committee Review:

Public Works and Utilities Committee: 07/12/2021
Finance Committee: 07/19/2021
Governing Body: 07/28/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, 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

c. Request for Approval of Service Agreement in the Total Amount of $1,444,526.87 to Replace Ft Marcy Roof and Skylights; First Mesa Construction, Inc.; Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938

COMMITTEE REVIEW:
Public Works and Utilities Committee: July 12, 2021
Finance Committee: July 19, 2021
Governing Body: July 28, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, 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

Councilors requested of staff to gather information on cost of an extended warranty.

d. Request for Approval of Amendment #1 to the Santa Fe Civic Housing Authority's Country Club Apartments Rehabilitation Project to extend the term of performance through June 30, 2022. Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868). **COMMITTEE REVIEW:** Finance Committee: 07/19/2021
Quality of Life Committee: 07/21/2021
Public Works and Utilities Committee: 07/26/2021
Governing Body: 07/28/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, 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

e. Request for Approval of contract amendment No. 1 to the New Mexico Coalition to End Homelessness – Early Intervention Project contract to extend the term of performance through June 30, 2022 and increase the amount of compensation by $250,000.00 for a total contract amount of $430,000.00. (Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868). **COMMITTEE REVIEW:**
Finance Committee: 07/19/2021
Quality of Life Committee: 07/21/2021
Public Works and Utilities Committee: 07/26/2021
Governing Body: 07/28/2021

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the contract amendment 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 Emergency Procurement of Consuelo's Place/NMCEH Midtown Shelter in the amount of $965,000 to cover 12 months of operations through June 30, 2022. (Alexandra Ladd, Director of Office Of Affordable Housing: agladdd@santafenm.gov, 505-303-9868).

COMMITTEE REVIEW:

Finance Committee: 07/19/2021
Quality of Life Committee: 07/21/2021
Public Works and Utilities Committee: 07/26/2021
Governing Body: 07/28/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, 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

g. Request for Approval of Fiscal Year 2022 Grant Contract in the total amount of $81,902 for the Foster Grandparent and Retired Senior Volunteer Programs; Corporation for National and Community Service. (Anya Alarid, Volunteer Program Manager: aalarid@santafenm.gov, 955-4744)

Committee Review:

Finance Committee: 07/19/2021
Quality of Life: 07/21/2021
Governing Body: 07/28/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, 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

h. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Requesting Approval of Fourth Quarter Budget Amendments and Associated New Mexico Department of Finance and Administration/Local Government Division (DFA/GD) Schedule for Fiscal Year 2020/2021. (Andy Hopkins, Acting Budget Officer, ajhopkins@santafenm.gov, 955-6177)

Committee Review
Introduced: 07/14/21
Finance Committee: 07/19/2021
Public Works Committee: 07/26/2021
Governing Body: 07/28/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, 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-____. (Councilwoman Villarreal)
A Resolution Authorizing the Sale and Consumption of Beer and Wine at the Montezuma Pocket Park for the Sky Railway Grand Opening on September 3 and 4, 2021, Pursuant to Section 23.6.2(A) SFCC 1987. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Introduced: 07/14/21
Finance Committee: 07/19/21
Quality of Life Committee: 07/21/21
Governing Body: 07/28/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, 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

j. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell)
A Resolution Authorizing the Consumption of Alcohol During a Wine Tasting Event Produced by the Santa Fe Wine and Chile Fiesta, a Non-Profit Organization, on City Property During a Friday in September, for the Years 2021-2024, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Finance Committee: 07/19/21
Quality of Life Committee: 07/21/21

Governing Body: 07/28/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, 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

k. Request for Approval of Acceptance of FAA Grant SAF 3-35-0037-054-2021 in the Amount of $607,296 for the Runway 2 Safety Area Grading Improvement Project. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

1. Request for Approval of BAR to Budget Grant Funding of $607,296.

Committee Review:
Finance Committee: 07/19/21
Public Works and Utilities Committee: 07/26/21
Governing Body: 07/28/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, 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

7. **PRESENTATION**

   a. Internal Audit Update-Public Utilities (Jessica Bundy, REDW)

   Caitlin Gutierrez with REDW presented thePublic Utilities Internal Audit update.

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, August 2, 2021**

12. **ADJOURN**

Meeting adjourned 6:17 pm

Liaison

Chair

City of Santa Fe New Mexico
Memorandum

Date: July 16, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

From: Marcos D. Martinez, Senior Assistant City Attorney MM

RE: Political Committees and Campaign Spending Bill

EXECUTIVE SUMMARY:
The Bill makes the following changes to four sections of the Campaign Code, SFCC 1987 Section 9-2:

1. Amends the definition of "political committee" to include the requirement that an entity has expended $5,000 or more during a single election to trigger PAC reporting requirements;
2. Increases the aggregate expenditure amount limit for Independent Sponsored Campaign Contributions from $250 to $500;
3. Requires separate reporting of contributions only after contributions exceed $25 from a contributor;
4. Strikes the requirements to include specific information regarding contributions and expenditures in Section 9-2.6(C) and (D); and
5. Clarifies when a political committee files a statement of organization with the City Clerk.

BACKGROUND:
The proposed changes to this Ordinance would make the City's expenditure threshold for political committees the same as the State's threshold for political committees. NMSA 1978, sec. 1-19-26(Q). Additionally, the bill proposes to raise the threshold for independent sponsored campaign contributions from $250 to $500. Although the State's limit for similar independent expenditures is set at $1000, the ECRB recommended a lower threshold. Finally, donors who make small contributions, under $25, would not have to separately report their contributions. Together, these changes reduce the reporting requirements of individuals who, and entities that support or oppose candidates and ballot measures.

ACTION REQUESTED:
Approve the Bill as presented.

ATTACHMENTS:
Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-16

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Michael J. Garcia

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

RELATING TO THE CAMPAIGN CODE; AMENDING SECTION 9-2.3 SFCC 1987 TO AMEND THE DEFINITION OF A "POLITICAL COMMITTEE" TO INCLUDE A THRESHOLD AMOUNT FOR REPORTING CONTRIBUTIONS; AMENDING SECTION 9-2.6 TO INCREASE THE AGGREGATE EXPENDITURE AMOUNT REQUIRING REPORTING TO FIVE HUNDRED DOLLARS AND TO EXEMPT AGGREGATE CONTRIBUTION AMOUNTS OF LESS THAN TWENTY-FIVE DOLLARS FROM SEPARATE REPORTING REQUIREMENTS; AMENDING SECTION 9-2.7 TO MAKE NECESSARY CHANGES REGARDING REFERENCES TO A "POLITICAL COMMITTEE"; AND AMENDING SECTION 9-2.11 TO EXEMPT AGGREGATE CONTRIBUTION AMOUNTS OF LESS THAN TWENTY-FIVE DOLLARS FROM SEPARATE REPORTING REQUIREMENTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 9-2.3 SFCC 1987 (being Ord. No. 1998-41, § 3, as amended) is amended to read:

9-2.3 Definitions.

As used in the Campaign Code:

A. *Anonymous contribution* means a contribution for which any of the information required to be recorded or reported by the Campaign Code is unknown to the persons who are required to record or report it.

B. *Ballot proposition* means any measure, amendment or other question submitted to, or proposed for submission to, a popular vote at a Santa Fe election

C. *Campaign depository* means a bank, mutual savings bank, savings and loan association or credit union doing business in this state under which a campaign account or accounts are maintained.

D. *Campaign finance statement* means a report of all contributions received and expenditures made according to a form prescribed by the city clerk which, when completed and filed, provides the information required in the sections to follow.

E. *Campaign materials* means any published communication, electronic or otherwise, disseminated to more than one hundred (100) persons that either supports the election or defeat of any identifiable candidate or candidates or supports the approval or defeat of a ballot proposal, other than communications to, or editorials, reports, or commentary by news media.

F. *Campaign treasurer and deputy campaign treasurer* means the individual who is responsible for keeping the financial records of the political committee or candidate (the candidate may be their own campaign treasurer or deputy campaign treasurer).

G. *Candidate* means any individual who seeks election to a Santa Fe municipal office. An individual shall be a candidate when they:

(1) Announce publicly;

(2) File for office;

(3) When contributions are accepted or expenditures made; or

(4) Any activity is held to promote an election campaign of an individual if that activity is endorsed or supported by that person or if the benefits of such activity are later accepted by such person.

H. *Charity* means an organization that is exempted from federal taxation by Title 26 United States Code, section 501(c)(3).

I. *Contribution* means a loan, loan guarantee, gift, advance, pledge, contract, agreement or promise of money or anything of value or other obligation, whether or not these items are legally enforceable, made directly or indirectly, to a candidate or political committee, or to a person obligated to file a report under Subsection 9-2.6 SFCC 1987, for the purpose of supporting the election or defeat of any identifiable candidate or the approval or defeat of a ballot proposition.

(1) The term "contribution" includes:

(a) The transfer of funds or anything of value between political committees

(b) The transfer of anything of value for less than full consideration;

(c) Interest, dividends or other income derived from the investment of campaign funds;

(d) The payment for the services of an individual serving on behalf of a candidate or political committee, which payments are made by a third party;

(e) The purchase of tickets for fundraising events such as dinners, rallies, raffles, etc. and the proceeds of collections at fundraising events; and

(f) A coordinated expenditure.

(2) The term "contribution" does not include a volunteer's personal services provided without compensation or the travel or personal expenses of such a campaign worker.

J. *Contributor* means:

(1) *Individual contributor* means an individual who makes a contribution from their personal assets which are not those of a business, corporation, partnership, labor organization, unincorporated association or political committee.

(2) *Business or organizational contributor* means an individual who uses the assets of a business, corporation, partnership, labor organization, unincorporated association or political committee as a contribution, or any business, corporation, partnership, labor organization, unincorporated association or political committee which makes a contribution.

K. *Coordinated expenditure* means an expenditure made:

(1) By an individual or entity other than a candidate or the candidate's political committee; and

(2) In cooperation, consultation or concert with, or at the request or suggestion of, a candidate, his/her representatives or agents or the candidate's political committee, including but not limited to, the following examples in 9-2.3(K)(2)(a)-(d):

(a) There has been substantial discussion between the individual or entity making the expenditure and the candidate, candidate's political committee, or his/her representatives or agents. Substantial discussion includes, but is not limited to, an exchange of campaign strategies, polling information, voter lists or any other similar information that would facilitate the election or defeat of a candidate.

(b) An entity making the expenditure is directly or indirectly formed or established by or at the request or suggestion of, or with the encouragement of the candidate, candidate's political committee, or his/her representatives or agents;

(c) The candidate, candidate's political committee or his/her representatives or agents has solicited funds or engaged in other fundraising

activities on behalf of the person or entity making the expenditure during the twelve-month (12) period preceding the date of the expenditure. Fundraising activities include, but are not limited to, exchanging names of potential donors or other lists to be used in engaging in fundraising activity, regardless of whether or not the individual or entity pays fair market value for the names or lists provided; or being a featured guest or speaker at a fundraising event for the benefit of the entity making the expenditure.

(d) If the individual or entity making the expenditure has employed, has in a leadership position, or has accepted a donation of the campaign related professional services of any person, who, during the twelve-month (12) period preceding the date of the expenditure, has been an employee of, has advised, or provided or is providing services to the candidate or candidate's political committee. These services include, but are not limited to, any services in support of the candidate's or candidate's political committee's campaign activities, such as advertising, message, strategy or policy services, polling, allocation of resources, fundraising or campaign operations.

(e) An expenditure is not a coordinated expenditure solely because:

(i) The individual or entity and a candidate or candidate's political committee use The same vendor to provide polling services, printing or distribution services or physical space, provided that the vendor has in place prior to the expenditure a firewall to ensure that there is no exchange of information between the individual or entity and the candidate or campaign committee. Evidence of an adequate firewall is a vendor's formal written policy or a contractual agreement with the vendor prohibiting the exchange of information between the individual or entity

and the candidate or candidate's political committee, which policy or contract is distributed to all relevant employees, consultants, and clients affected by the policy or contract. The firewall shall be designed and implemented to prohibit the flow of information between employees and consultants providing services to the individual and entity and to those currently or previously providing services to the candidate or candidate's political committee. Coordination will be presumed in the absence of such a firewall; or

(ii) The individual or entity making the expenditure interviews a candidate; has endorsed a candidate; has obtained from the candidate a biography of the candidate or a position paper, press release, or similar material about the candidate; has invited the candidate to make an appearance before the person's members, employees or shareholders; or has shared space with a candidate or candidate's political committee for one or more single events of limited duration.

L. *Election* means any regular or special Santa Fe municipal election.

M. *Expenditure* means a payment or transfer of anything of value in exchange for goods, services, property, facilities or anything of value for the purpose of supporting or opposing the election or defeat of any identifiable candidate or the approval or defeat of a ballot proposition. This includes contributions, subscriptions, distributions, loans, advances, deposits, or gifts of money or anything of value, and includes a contract, a promise or agreement, whether or not legally enforceable, to make an expenditure. The term "expenditure" also means the transfer of funds or anything of value between political committees.

N. *Political committee* means any entity <u>that</u>:

<u>(1) Is</u> formed for the principal purpose of:

[~~(1)~~](a) Raising or collecting, and expending or contributing money or anything of value for supporting the election or defeat of any identifiable candidate or candidates or for supporting the approval or defeat of ballot propositions; or

[~~(2)~~](b) Coordinating or cooperating in efforts to support the election or defeat of any identifiable candidates or of supporting the approval or defeat of any ballot proposition; and

(2) Expends five thousand dollars ($5,000.00) or more in the aggregate for these principle purposes during a single election.

Section 2. Section 9-2.6 SFCC 1987 (being Ord. No. 2005-14, § 29, as amended) is amended to read:

9-2.6 Independently Sponsored Campaign Communications and Reporting.

A. Any person or entity that makes expenditures of [~~two hundred fifty dollars ($250.00)~~] five hundred dollars ($500.00) or more in the aggregate during a single election to pay for any form of public communication including print, broadcast, cable or electronic advertising, billboards, signs, pamphlets, mass mailers, mass electronic mail, recorded phone messages, organized phone-banking or organized precinct-walking, that is disseminated to one hundred (100) or more eligible voters, and that either expressly advocates the election or defeat of a candidate, or the approval or defeat of a ballot proposition; or refers to a clearly identifiable candidate or ballot proposition within sixty (60) days before an election at which the candidate or proposition is on the ballot, shall thereafter, on each of the days prescribed for the filing of campaign finance statements, file with the city clerk a report of all such expenditures made and all contributions received for the purpose of paying for such expenditures on or before the date of the report [~~and~~] which have not been previously reported and which are not exempted from reporting by paragraph D of this subsection.

B. Each report shall be submitted on a form prescribed by the city clerk. The name

and address of the reporting person or entity and the name of its president, chief executive officer, or equivalent position shall be stated in the report.

C. Contributions shall be specified by date, amount of contribution, name, address and occupation of the person or entity from whom the contribution was [~~made~~] received. No contribution shall be reported in the name of a person who is not the actual contributor or who has been or will be reimbursed or compensated for the contribution by another person. The [~~president, chief executive officer or equivalent position~~] reporting person or entity shall certify on the filing that its expenditures were or were not made in cooperation, consultation or concert with, or at the request or suggestion of, a candidate, his/her representatives or agents or the candidate's political committee.

D. A contribution received from a contributor whose aggregate contributions to the reporting person or entity for the purpose of paying for the expenditures covered by Paragraph A of this Section are less than twenty-five dollars ($25.00) need not be separately reported, but the amount thereof shall be included in the reported cumulative total of contributions received by the reporting person or entity during the period covered by the report. Where such a contributor makes subsequent contributions that increase the contributor's aggregate total of such contributions to twenty-five dollars ($25.00) or more, all such contributions from the contributor, regardless of their amount, shall thereafter be separately reported for the reporting period during which they are received.

E. Expenditures shall be specified by date, the amount of the expenditure, the name and address of the person or entity where an expenditure was made and the purpose of the expenditure. No report is required under this subsection for expenditures made exclusively for communications to the news media, editorials, reports or commentary by the news media, impartial candidate forums or debates or the announcements thereof, or for impartial voter guides allowed by the Internal Revenue Code for Section 501(c)(3) organizations or a communication by a

membership organization or corporation to its current members, stockholders or executive or administrative personnel unless the membership organization or corporation is a campaign committee or a political committee.

[~~B.~~]F. Any person or entity that has to file under this subsection and receives contributions from another entity that does not have to disclose its contributors to the city clerk, shall place the following visible disclosure on its campaign materials: "This campaign material is supported in part by donations from an organization that is not required to disclose its contributors to the Santa Fe city clerk."

[~~C. Contributions shall be specified by date, amount of contribution, name, address and occupation of the person or entity from whom the contribution was made. The name of the president, chief executive officer or equivalent position and the address of the entity shall be stated in the report.~~

~~D. Expenditures shall be specified by date, the amount of the expenditure, the name and address of the person or entity where an expenditure was made and the purpose of the expenditure. The name of the president, chief executive officer or equivalent position and the address of the entity shall be stated in the report.~~]

Section 3. Section 9-2.7 SFCC 1987 (being Ord. No. 1998-41, § 5, as amended) is amended to read:

9-2.7 Statement of Political Committee Organization

A. Every political committee shall file a statement of organization with the city clerk within ten (10) days of [~~the earlier of the following, but in no event later than the date on which a political committee contracts for or initiates the dissemination of any campaign materials:~~

~~(1) Its organization; or~~

~~(2) The date on which it receives or has information which causes it to anticipate that it will receive contributions or will make expenditures in any election~~

~~campaign~~] becoming a political committee as defined in Subsection 9-2.3(N) SFCC 1987.

B. The statement of organization shall include but not be limited to:

(1) The name, street address, city, county, state, zip code and telephone number of the political committee;

(2) The full name, street address, city, county, state and telephone number of each firm, association, partnership, business trust, corporation, company, committee, and other organization or group of individuals with which the political committee is affiliated or connected or with which it coordinated or cooperated in its efforts to support the election or defeat of any identifiable candidate;

(3) The names, addresses and titles of its officers; or if it has no officers, the names, addresses and titles of its responsible leaders;

(4) The full names, addresses and telephone number (home and business) of its campaign treasurer and campaign depository;

(5) The full name of each candidate whom the political committee is supporting or opposing;

(6) The ballot proposition concerned, if any, and whether the political committee is in favor of or opposed to such proposition; and

(7) What distribution of surplus funds will be made upon dissolution.

C. Any material change in information previously submitted to the city clerk shall be reported to the city clerk within ten (10) days of such change.

Section 4. Section 9-2.11 SFCC 1987 (being Ord. No. 1998-41, § 10, as amended) is amended to read:

9-2.11 Campaign Finance Statement; Contents.

A. Each campaign finance statement shall be filed in accordance with subsection 9-2.10 SFCC 1987. The initial statement shall begin with the date of the first contribution or

expenditure. Subsequent statements shall begin on the day after the end date of the previous reporting period. Statements shall contain the following information:

(1) The funds on hand at the beginning of the period. This shall include the cumulative total amount of all contributions and expenditures. This includes, but is not limited to, contributions and expenditures in aid of, or in opposition to, candidates or ballot propositions before they qualify for the ballot and contributions and expenditures following the election;

(2) The full name, home address, occupation, name of employer, date of receipt and amount of each contribution received from each individual contributor from whom a contribution in money, goods, materials, services, facilities or anything of value has been received and whether the contribution was received in cash, by check, by credit card, by electronic transfer or otherwise. No contribution shall be reported in the name of a person who is not the actual contributor, or who has been or will be reimbursed or compensated for the contribution by another person.

(3) The full name, type of business, physical address, date of receipt and amount of each contribution for each business or organizational contributor, from whom a contribution in money, goods, materials, services, facilities or anything of value has been received, and whether the contribution was received in cash, by check, by credit card, by electronic transfer or otherwise. No contribution shall be reported in the name of a person who is not the actual contributor, or who has been or will be reimbursed or compensated for the contribution by another person.

(4) The date of receipt and amount of any anonymous contribution received by the campaign treasurer or deputy campaign treasurer and the disposition that was made of each such contribution pursuant to subsection 9-2.9C SFCC 1987, including the date when it was donated to the city or to a charity and the identity of the recipient of the donation.

(5) The full name and complete mailing address of each individual or business to whom an expenditure has been made, the purpose of each campaign expenditure and the date each expenditure was made. This report shall be itemized with the total amount paid to each individual or business for the goods, services or facilities provided;

(6) The full name of the candidate or political committee and the full name and complete address of the campaign treasurer or deputy campaign treasurer; and

(7) For each contributor, the cumulative total of all contributions made[~~; and~~].

(8) Where goods, materials, services, facilities or anything of value other than money is contributed or expended, the monetary value thereof shall be reported at the fair market value.

(9) A contribution received from a contributor whose aggregate contributions to the candidate or committee are less then twenty-five dollars ($25.00) need not be separately reported, but the amount thereof shall be included in the reported cumulative total of all contributions received during the period covered by the report. Where such a contributor makes subsequent contributions that increase the contributor's aggregate total to twenty-five dollars ($25.00) or more, all contributions from the contributor, regardless of their amount, shall thereafter be separately reported for the reporting period during which they are received.

B. Loans of money, property or other things made to a candidate or political committee during the period covered by the campaign finance statement shall be reported separately in the statement, with the following information:

(1) The total value of all loans received during the period covered by the campaign finance statement;

(2) The cumulative total value of all loans received; and

(3) The total amount of loans remaining unpaid.

C. If a loan has been forgiven or paid by a third person, it shall be reported pursuant

to this section.

D. Investments made with campaign funds under subsection 9-2.9 SFCC 1987 and interest, dividends and/or other income received shall be reported separately in the statement.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3339

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Political Committees and Campaign Spending

Sponsor(s): Councilors Romero-Wirth and Garcia

Reviewing Department(s): City Clerk's Office and the City Attorney's Office

Staff Completing FIR: Marcos Martinez Date: 7/9/21 Phone: x6502

Reviewed by City Attorney: _____ Date: Jul 16, 2021

Reviewed by Finance Director: _____ Date: Jul 23, 2021

Alexis Lotero, Assistant Finance Director

Alexis Lotero, Assistant Finance Director (Jul 23, 2021 16:47 MDT)

Summary:

The Bill makes various changes to Section 9-2, the Campaign Code. The changes include:

1. Amends the definition of "political committee" to require than an entity has expended $5,000 or more during a single election, before triggering reporting requirements.

2. Increases the threshold for independently sponsored campaign communications that requires reporting to $500

3. Creates a provision that requires separate reporting of contributions only after contributions exceed $25 from a contributor.

4. Strikes the requirements to include specific information regarding contributions and expenditures.

5. Clarifies when a political committee files a statement of organization with the City Clerk.

Departments Affected:

City Clerk and City Attorney.

Consequences of Not Enacting Legislation:

Failure to establish a threshold for PAC reporting requirements could violate the First Amendment because case law has determined that at low dollar amounts, the informational interests in disclosure are outweighed by the burden reporting imposes on the First Amendment rights of the speakers. Similarly, having a higher threshold for independently sponsored campaign contributions will reduce the reporting requirements for small independent donors.

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

None identified.

Performance and Administrative Implications:

Increasing the reporting threshold for individual contributions and eliminating the requirement for candidates to provide certain information may slightly reduce workload for City Clerk and City Attorney staff.

Fiscal Implications:

There are no fiscal changes associated with this Bill.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 0	$	$				$ 0

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

Expenditure Narrative:

None identified.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 0	$ 0	$ 0		

Revenue Narrative:

None identified.

Signature: Marcos Martinez
Marcos Martinez (Jul 16, 2021 15:52 MDT)

Email: mdmartinez@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: July 6, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (7-7-21)
Paul Joye, Deputy Chief of Police 7/6/21
Anthony Tapia, Captain 7/6/21

FROM: Thomas Grundler, Lieutenant 7-6-21

ITEM AND ISSUE:
Request for the Approval of a Memorandum of Understanding (MOU) – Agreement between Santa Fe County and the City of Santa Fe for the Local DWI Grant Funds. There is no cost to the Santa Fe Police Department, and any costs and expenses associated with staffing DWI Checkpoints, Saturation Patrols, Shoulder Tap and Over Service Operations paid pursuant to this MOU/Agreement is reimbursed through the grant funding for a total of $40,000 inclusive of inclusive of NMGRT. Term is 1 year. (Santa Fe County); (Thomas Grundler, tjgrundler@santafenm.gov, ext. 5359)

BACKGROUND AND SUMMARY:
The attached MOU/Agreement is a renewal for the existing MOU/Agreement that is already in place. The Santa Fe Police Department continues its commitment to making Santa Fe safer and continuing with DWI enforcement efforts, by conducting operations focused on prevention/reduction of DWI incidents, over service and sales to minors.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202808.

ACTION REQUESTED:
The Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Local DWI Grant Fund Reimbursement

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: Lieutenant Thomas Grundler

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:

Thomas Grundler — Lieutenant — 7/06/21

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

Fran Dunaway

Fran Dunaway (Jul 12, 2021 09:30 MDT)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

City of Santa Fe, New Mexico

memo

DATE: July 6, 2021

TO: Fran Dunaway, Chief Procurement Officer

FROM: AnnaMarie Bowen, Fiscal Administrator

SUBJECT: Exemption Determination Request

Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Understanding PSA is between the Santa Fe County and City of Santa Fe Police Department for the Local DWI Grant Funding reimbursements.

City of Santa Fe follows the New Mexico State Procurement code.

State Procurement Exemption: ***13-1-98-A*** *– procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Agency: Santa Fe County
Amount: No cost for City of Santa Fe – Grant Reimburse
Term: July 1, 2020 to June 30, 2021

Approved Exemption:

Fran Dunaway (Jul 12, 2021 09:30 MDT)

Fran Dunaway, Chief Procurement Officer

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3020808**

Contractor: **Santa Fe County**

Description: **Agreement (MOU) between Santa Fe County and the City of Santa Fe (SFPD) regarding the Local DWI Grant Funds. Reimbursements for DWI Enforcement Operations. ($40,000 inclusive of GRT)**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/21** Term End Date: **06/30/22**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
MOU - Agreement for participant (MOU) City of Santa Fe (SFPD) regarding Local DWI Grant Funding Reimbursements.

3. Procurement History: _____

Fran Dilnaway (Jul 12, 2021 09:30 MDT) Jul 12, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **Exemption: 13-1-98A entity to entity** MOU

4. Funding Source: _____ Org / Object: **1000001/491010**

Andy Hopkins (Jul 9, 2021 15:34 MDT) Jul 9, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Grants - MOU 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: _____

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Police Department/Administration	7/6/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Overtime	1000065	501400		40,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Santa Fe County - LDWI Grant	1000001	491010		-40,000.00	
				-	-

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

To record Memo of Understanding (MOU) Agreement between Santa Fe County and the City of Santa Fe for Local DWI Grant. Expires 06/30/2022.

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

AnnaMarie Bowen — 7/6/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

(7-7-21)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

Andy Hopkins
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

Jarel LaPan Hill
Jarel LaPan Hill (Jul 13, 2021 14:43 MDT)
City Manager *{≤ $60,000}* — Date

MEMORANDUM OF AGREEMENT BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE REGARDING USE OF DWI GRANT FUNDS

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is entered on this _____ day of _____ 2021, between Santa Fe County (hereinafter the "County"), a political subdivision of the state of New Mexico, and the City of Santa Fe, New Mexico (hereinafter the "City").

WHEREAS, driving while intoxicated (DWI) or driving under the influence of intoxicating drugs or alcohol (DUI) poses a serious risk to the public health, safety, and welfare of the citizens of the City and the County; and

WHEREAS, increasing law enforcement activities pertaining to the prevention of DWI and DUI is an evidence-based approach to reduce the incidents of DWI, alcohol involved crashes and alcohol related crash fatalities; and

WHEREAS, the County's anti-DWI program is the recipient of grant funds through the Local DWI Grant in FY 2022 to apply towards the operating costs of the Santa Fe County DWI Program; and

WHEREAS, the County wishes to transfer a portion of its DWI grant funds to the City for use by the City in conducting DWI Checkpoints, Saturation Patrols, Shoulder Tap, and Over Services Operations.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. DUTIES OF THE PARTIES

    a. The County shall:

        1) Serve as a fiscal agent for the expenditure of the Local DWI Grant funds identified in this Agreement.

        2) Transfer and make available to the City on a reimbursement basis, $40,000.00 for expenditure in FY 2022 to conduct DWI checkpoints, saturation patrols, shoulder tap and over service operations.

        3) Reimburse the City for costs and expenses associated with staffing the above-described anti-DWI and anti-DUI operations. Reimbursement by the County shall be made within 30 days following receipt from the City of a statement or itemized invoice requesting reimbursement for costs incurred by the City.

b. The City shall:

1) Conduct operations and programs focused on or prevention or decrease of DWI, DUI, over service and sales to minors.

2) Provide a comprehensive report describing the anti-DWI and anti-DUI operations performed by the City with an invoice to the County every 30 days.

3) Attend court hearings for DWI or DUI offenders and testify as necessary for cases resulting from the anti-DWI and anti-DUI law enforcement activities described in this Agreement.

2. REIMBURSEMENT; COMPENSATION

Reimbursement by the County to the City for costs incurred for the purposes under this Agreement shall not exceed $40,000.00, inclusive of NM GRT.

3. TERM

This Agreement shall be effective upon the date of last signature by the parties hereto (the Effective Date). The term of this Agreement is from the Effective Date to June 30, 2022, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify nor void any obligations incurred prior to the date of termination. The County may not by such termination avoid its obligation to reimburse the City for costs to which the City was obligated prior to the termination date by the County. The City will request reimbursement for such costs in accordance with Paragraph 1.b.2) above.

5. LIABILITY

Neither party shall responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the parties in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties.

7. APPROPRIATIONS

Performance of this Agreement by the County is contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and/or the Santa Fe County Board of County Commissioners. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the County to the City. The County's decision as to whether sufficient appropriations are available shall be accepted by the City and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and constructed in accordance with, the laws of the state of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including federal, state or local authority during regular business hours.

10. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date of last date by the parties hereto.

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

5-24-2021
Date

Approved as to form:

Roberta D. Joe for G.S.S. — May 18, 2021

Gregory S. Shaffer — Date
Santa Fe County Attorney

Finance Division:

5/22/2021

Yvonne S. Herrera — Date
Finance Director

CITY OF SANTA FE

_____ — _____

Jarel LaPan Hill — Date
City Manager

Attestation:

_____ — _____

Yolanda Y. Vigil — Date
City Clerk

Approved as to form:

_____ — _____

Erin K. McSherry — Date
City Attorney

Approved:

_____ — _____

Mary McCoy, Director of Finance — Date

_____

Business Unit No.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
KRISTINE M. MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 2, 2021 13:27 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR BUDGET:

_____
MARY MCCOY, FINANCE DIRECTOR

Signature: Alexis Lotero
Alexis Lotero (Jul 13, 2021 14:16 MDT)

Email: aclotero@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: July 27, 2021

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

Via: Regina Wheeler, Public Works Department Director RW

From: Melissa McDonald, RLA, Acting Parks Director/River and Watershed Manager MMc
Zoë Isaacson, River and Watershed Project Administrator ZRI

ITEM AND ACTION: Approval of ordinance authorizing execution of Clean Water State Revolving Fund loans of up to $4,180,000 for priority stormwater improvement projects identified in the Stormwater Management Strategic Plan.

BACKGROUND: As called for in the Stormwater Management Strategic Plan adopted by the Governing Body in 2019, the River and Watershed section worked with NMED to secure an offer for Clean Water State Revolving Fund (CWSRF) loans for construction of priority stormwater improvement projects (see attached offer letter).

This loan will be used for projects intended to prevent further degradation of the riparian corridor and contributing drainages. Specifically, this money is anticipated to be used to fund the following projects:

- The Santa Fe River Repairs Phase 3: bank stabilization and plantings downstream of Ricardo Bridge to repair damaged from 2018 flood (estimated construction and construction management costs: $920,000.00)
- Arroyo de los Pinos (3 sites): bank stabilization, channel grade control and repair of failures caused by 2018 flood (estimated cost for all three projects, construction and construction management: $ 3,100,000.00)

The listed projects will be 100% designed at time of loan acceptance and loan funds will be used for construction. Actual loan agreements will be provided once bids for construction of the projects have been secured so that the loan amounts will be for the construction costs. The loan package also includes an interest rate of 1% and a federal subsidy grant of $180,000. Stormwater Management Fee revenues will be pledged to repay the loan.

In order to do so, the City must maintain a debt service coverage ratio of no less than 1.2 and must also obtain the written consent of the NMED before issuing additional obligations secured by the pledged revenues. The final maturity date on the loan shall not extend beyond the agreed upon useful life of the project. Money will be budgeted on a project-by-project basis, with an amount not to exceed $4,000,000.00. Loan repayment plans range from 10 to 30 years and are negotiated at the time of execution of the loan, but may not extend beyond the useful life of the project. The

Loan must be repaid in substantially equal annual installments in the agreed upon amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project.

Pending the time to complete city internal processes, including acceptance of the city's FY20 audit, construction is tentatively scheduled to begin in November 2021.

ATTACHMENTS:
Ordinance
Fiscal Impact Report
Exhibit A – Location Map of Projects Listed
Exhibit B – NMED Offer Letter
Exhibit C – City Attorney Opinion

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AUTHORIZING THE CITY OF SANTA FE ("BORROWER") TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT ("NMED") FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS UP TO THE AMOUNT OF $4,000,000 PLUS ACCRUED INTEREST AND LOAN SUBSIDY GRANT FUNDS IN THE AMOUNT OF $180,000 FOR A TOTAL FUNDED AMOUNT NOT TO EXCEED $4,180,000; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER'S PLEDGED REVENUES DEFINED BELOW; AND PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFORE.

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Borrower is a legally and regularly created public body organized under

the general laws of the State of New Mexico ("State"); and

WHEREAS, the Borrower now owns, operates, and maintains a public utility, which includes a system for disposing of wastes by surface and underground methods; and

WHEREAS, the present System is insufficient and inadequate to meet the needs of the Borrower; and

WHEREAS, the Loan Agreement and Note are required to be payable solely from the Pledged Revenues; and

WHEREAS, the loan and grant subsidy funds for this Project are proposed to include funds from a one-time federal grant to the NMED from the Environmental Protection Agency ("EPA"); and

WHEREAS, the Project is subject to specific requirements of the federal grant; and

WHEREAS, the Borrower has the following previous obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2021 (use the most current fiscal year end date)	Is the listed funding source superior, subordinate or on parity with this funding?
	None	

WHEREAS, in order to receive the loan funds the Governing Body of the Borrower must determine that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE BORROWER:

Section 1. DEFINITIONS. As used in the Ordinance, the following terms shall have the

meanings specified below, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined):

Act means the general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the governing body of the Borrower relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

Annual Audit or Single Audit means the financial statements of the Borrower as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act and the State Auditor's rules.

Authorized Officer means the Borrower's mayor, chief administrative officer, or other officer or employee of the Borrower as designated by the Borrower's Resolution No. 2021-__ adopted by the governing body of the Borrower, as amended.

Borrower means the entity requesting funds pursuant to the Act.

Fiscal Year means the twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year or the System.

Funds means loan and Loan Subsidy Grant funds.

Governing Body of the Borrower means the city of Santa Fe governing body.

Loan means loan of funds from NMED made pursuant to the Loan Agreement.

Loan Agreement means the loan agreement between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the final loan agreement which shall state the final amount the NMED loaned to the Borrower, which shall be executed upon completion of the Project and dated on the date of

execution.

Loan Subsidy Grant means a sub-grant of funds to the Borrower from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the Borrower under the Loan Agreement and Note.

NMSA means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

Note means the interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreement.

Operation and Maintenance means all reasonable and necessary current expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

Ordinance means this Ordinance as amended or supplemented from time to time.

Parity Bonds or Parity Obligations means revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

Pledged Revenues means stormwater fees imposed by the City of Santa Fe as provided in Chapter 13-1-5 of the Santa Fe City Code 1987.

Project means the most current NMED approved Project Description listed on the Project Description Form on file with NMED.

Project Completion Date means the date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

Regulations means regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

Subordinate Obligations means other obligations payable from the Pledged Revenues

issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement and Note as may be listed in this Ordinance.

System means the stormwater drainage improvements owned and operated by the City of Santa Fe.

Section 2. RATIFICATION. All action heretofore taken (not inconsistent with the provisions of the Ordinance) by the Governing Body, the officers, and employees of the Borrower, directed toward the Loan Agreement and the Note, is hereby ratified, approved and confirmed.

Section 3. FINDINGS. The Governing Body of the Borrower hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

A. The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower and will result in savings of finance costs to the Borrower.

B. The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

C. The Project is and will be part of the System.

D. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. SYSTEM. The System shall continue to constitute a stormwater management system and shall be operated and maintained as such.

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost not to exceed the principal Loan amount of Four Million Dollars ($4,000,000) and the Loan Subsidy Grant amount of One Hundred and Eighty

Thousand Dollars ($180,000) excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 6. AUTHORIZATION OF LOAN AGREEMENT.

A. For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the residents of the Borrower and acquiring the Project, it is hereby declared necessary that the Borrower, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the Borrower is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount of the Note shall not exceed Four Million Dollars ($4,000,000) plus accrued interest without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower, and the annual interest rate on that principal amount shall not exceed one percent (1%) per annum. Interest shall be computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365-day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond the agreed upon useful life of the project. The Loan shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must also obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

B. The Borrower is hereby authorized to accept a Loan Subsidy Grant under the terms of the Loan Agreement. The Loan Subsidy Grant amount shall not exceed One Hundred Eighty Thousand Dollars ($180,000) without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower. By accepting a Loan Subsidy Grant, the Borrower is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the

Borrower is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

C. The form of the Loan Agreement and the Note are approved. The Mayor hereby authorized and directed to execute and deliver the Loan Agreement and the Note and any extensions of or amendments to any such document to be executed after completion of the Project, or any substitution therefore, with such changes therein consistent with the Ordinance and as shall be approved by an Authorized Officer whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

D. From and after the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents and employees of the Borrower are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, the Loan Agreement and the Note.

Section 7. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments thereon shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreement and the Note except the Pledged Revenues. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues the income from which is so pledged.

Section 8. OPERATION OF PROJECT. The Borrower will operate and maintain the Project so that it will function properly over its structural and material design life.

Section 9. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

Section 10. APPLICATION OF REVENUES.

A. **OPERATION AND MAINTENANCE**. So long as the Loan Agreement and the Note are outstanding, either as to principal or interest, or both, the Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges and any amounts for capital replacement and repair of the System as incurred.

B. **PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S)**. The Borrower shall pay the principal, interest and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

C. **EQUITABLE AND RATABLE DISTRIBUTION**. Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

D. **SUBORDINATE OBLIGATIONS**. The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note. Thereafter, Pledged Revenues shall be applied to the payment of the amounts due on subordinate obligations, if any.

Section 11. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged

Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

Section 12. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

Section 13. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

A. The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

B. Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (other than a default described in the previous clause of this section) for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

UPON OCCURRENCE OF DEFAULT:

A. The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.

B. If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan and Loan Subsidy Grant disbursed to the Borrower from NMED.

C. The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

Section 14. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 15. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 16. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of

default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreement.

Section 17. TERMINATION. When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 18. AMENDMENT OF ORDINANCE. Following execution and delivery of the Note and Loan Agreement, this Ordinance may be amended with the prior written consent of the NMED.

Section 19. ORDINANCE IRREPEALABLE. After the Loan Agreement and Note have been executed and delivered, the Ordinance shall be and shall remain irrepealable until the Note has been fully paid, terminated and discharged, as provided in the Ordinance.

Section 20. SEVERABILITY CLAUSE. If any section, paragraph, clause, or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 21. REPEALER CLAUSE. All bylaws, orders, and Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or Ordinance, or part thereof, heretofore repealed.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Clean Water State Revolving Loan Acceptance

River Repair at Don Jose Outfall
CAMINO RIO
CAMINO MONTANO
CAMINITO MONTANO
EL RANCHO RD
RICARDO RD
JUAN DE DIOS
BEL RIO DR
LA JOYA RD
CALLE DON JOSE
SANTA FE RIVER RD
MEDIO
CALLE BEATRICE
MESILLA RD
CALLEJON CORDELIA
CALLEJON ZENAIDA
CALLEJON VERONICA
CALLEJON EMILIA
CAMINO DE LA VUELTA
CAMINO LA CANADA
AVENIDA CRISTOBAL COLON
PASEO DE LA CONQUISTADORA
AGUA FRIA ST
PALOMINO ST
VERDINAL LN
MONTANO ST
ESCUDERO ST
SILVA ST
CAMINO POR VENIR
BACA ST
POTENCIA ST
FAYETTE ST
CAMINO SANTA ANA
HICKOX ST
ERRETT ST
PABLINA ST
FELIPE PL
ALOA ST
SALAZAR ST
CORTEZ ST
CATHRYN AVE
NAZARIO ST
CAMINO ALIRE
PLAZA CANADA
CAMINO DEL OLMO
CORTE LA CANADA
CALLEJON MELINDA
BEN HUR DR
CAMINITO MONICA
DAYBREAK
THE HIGH RD
PAINTED SKY
PURPLE ASTER
CALLE NOPAL
W ALAMEDA ST
CERRILLOS RD
ACEQUIA DE LAS JO

Arroyo De Los Pinos (3 Sites)
Site 1
Site 2
Site 3
SIRINGO RD
SIRINGO RONDO S
SIRINGO RONDO E
SIRINGO LN
CERRILLOS RD
CALLE QUIETA
CALLE LA RESOLANA
CALLE DE SUEÑOS
CALLE MARGARITA
CAMINO DEL GUSTO
SANTA CLARA DR
VELARDE RD
CAMINO REDONDO
TIERRA DR
FLORA DR
SAN LORENZO DR
PRADILLO DR
ALAMOSA PL
ALAMOSA DR
RANCHO SIRINGO DR
CALLE VIGA
CACTUS LN
CALLE CEDRO
CALLE PUEBLO
CALLE MESA
CALLE CUESTA
CAMINO CHOLLO
CAMINO CARLOS REY
LAS CASITAS ST
CEDROS CIR
PONDEROSA LN
PASEO DE LOS CHAMISOS
CALLE CABALLERO
CALLE PRINCESA JUANA
CAMINO PRINCIPE
CALLE REINA
CALLEJON HERMOSA
CALLE ANNA JEAN
CAMINO RANCHO SIRINGO
CAMINO PIN
CALLE PRIMAVERA
LA SENDA
CALLE PACIFICO
SAM PL
BELLAMAH DR
RICHARDS AVE
AVENIDA CHAPARRAL
YUCCA ST
LOURAINE CT
LOURAINE AVE
CALLE KATARINA
CALLE WANSON
CALLE FELIZ

June 30, 2021

Melissa McDonald, River and Watershed Manager
City of Santa Fe
500 Market Street Ste 200
Santa Fe, New Mexico 87501

RE: 2021 Clean Water State Revolving Loan Fund proposed financing for projects included in City of Santa Fe's Stormwater Management Capital Improvement Plan.

Dear Melissa McDonald:

The New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) has reviewed the above referenced project application. We are pleased to provide the City of Santa Fe (City) with the following funding offer:

CWSRF Loan at 1% Interest Not to Exceed	$4,000,000.00
CWSRF Grant Subsidy Funding Not to Exceed	$180,000.00
Total Loan/Grant Subsidy Funding Not to Exceed	$4,180,000.00

The loan term is up to 30 years based on the weighted average useful life of the project; a shorter amortization can also be accommodated. The loan term is not required up front but at the time the final loan agreement is executed.

We respectfully request a response by August 6, 2021 If you accept the offer, please reply by email. If you have any questions or need any additional information, please don't hesitate to e-mail me at Judi.Kahl@state.nm.us. We look forward to working with the City on this project.

Sincerely,

Judith L. Kahl
Digitally signed by Judith L. Kahl
Date: 2021.06.30 10:41:39 -06'00'

Judith L. Kahl, P.E.
Bureau Chief, NMED Construction Programs Bureau

cc: Brad Fluetsch, Cash & Investment Manager, City of Santa Fe
Zoe Isaacson, River and Watershed Project Administrator, City of Santa Fe
Andrea Telmo, P.E., NMED CPB Project Manager
Rhonda Holderman, Financial Manager, Loans and Grants
Tye Franz, NMED CPB Loan Section Manager

FIR No. 3320

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: X

Short Title(s): Clean Water State Revolving Loan Fund and Loan Signatory Authority

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works Department/Finance Department

Staff Completing FIR: Melissa A. McDonald Date: 4/12/21 Phone: 955-6849

Reviewed by City Attorney: Date: Jul 29, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 08:55 MDT)

Summary:
The Bill authorizes the City to enter into a loan agreement with NMED for a $4M loan plus $180k in federal grant funds for various stormwater management projects throughout the City. The related Resolution specifies who the authorized officers and agents are within the City who are able to sign the various documents associated with the loan agreement and promissory note.

Departments Affected:
The Public Works Department (River and Watershed Section), Finance Department (Purchasing Division) and City Attorney's Office.

Consequences of Not Enacting Legislation:
Not enacting this legislation would prevent the River and Watershed Section from adequately addressing stormwater management as described in the City's 2019 Stormwater Management Strategic Plan (adopted unanimously by the Governing Body). Within that plan, a strategy was identified to obtain low-interest rate loans or bonds to fund stormwater management projects. The Clean Water State Revolving Loan is one such low-interest rate loan.

Performance and Administrative Implications:
The City has an estimated $30 million dollars in capital improvement projects that are necessary for stormwater management over the next 20 years. Additionally, the River and Watershed Section anticipates receiving a new MS4 permit, which regulates stormwater and requires expenditures. This legislation will cover the first phase of the identified $4 million dollars of projected work. The work would include previous damage caused by floods, pollution prevention, deferred maintenance, infrastructure repairs and replacements, and new stormwater management projects.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2019-35 Stormwater Fee Schedule

Fiscal Implications:
As per the City's Stormwater Management Strategic Plan and Ordinance No. 2019-35, which increased the stormwater service charge, the upfront costs of large projects can be deferred over time at a 1% interest rate.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$1,000,000	$1,180,000	$2,000,000		NR	231	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$1,000,000	$1,180,000	$2,000,000				$4,180,000

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

Expenditure Narrative:

Monies from the stormwater revenue funds will provide debt service for capital improvement construction projects. The River and Watershed Section will oversee these projects. Federal grants of $180,000 are estimated to be awarded in FYE 23, but actual expenditure of those funds may take place in FYE 23 and FYE 24.

Revenue

Revenue Type	FYE 22	FYE 23	FYE _24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$180,000	$		
Other	$1,000,000	$1,000,000	$2,000,000	NR	231
Total	$1,000,000	$1,180,000	$2,000,000		

Revenue Narrative:

The City of Santa Fe will receive $4 million in project loans to be paid down with stormwater utility service charge revenues over a 15-year period at an interest rate of 1%. The $180k in federal grants will not be provided to the City until 35% (roughly $1.4M) of the loan funds are expended. This is expected to occur in FYE23.

Signature: Regina Wheeler
Regina Wheeler (Jul 28, 2021 12:27 MDT)

Email: rawheeler@santafenm.gov

Signature: Melissa A. McDonald
Melissa A. McDonald (Jul 28, 2021 06:52 MDT)

Email: mamcdonald@santafenm.gov

Signature: Zoe Isaacson
Zoe Isaacson (Jul 27, 2021 11:40 MDT)

Email: zrisaacson@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S) FOR PROJECT NUMBER CWSRF 088.

WHEREAS, the Governing Body of the City of Santa Fe of Santa Fe County of the State of New Mexico intends to enter into a Loan Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Loan Agreement will be in the amount of $4,000,000 to be used for various stormwater management projects throughout the City; and

WHEREAS, the Agreement is authorized for a project identified as Project Number CWSRF 088.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that:

1. Mayor Alan Webber, or successor is authorized to sign the Loan Agreement and Promissory Note for this project; and

2. Jarel LaPan Hill, City Manager, or successor is the AUTHORIZED OFFICER who

is authorized to sign all other documents necessary to fulfill the Loan Agreement and the Promissory Note requirements (Borrower's Intention, Project Description, Budget, Reimbursement Requests) and to act as the project contact; and

3. Mary McCoy, Finance Director, or successor is the SIGNATORY AUTHORITY who is authorized to sign reimbursement requests for this project.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTIN MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/NMED Loan Signatory Authority

FIR No. 3320

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: X

Short Title(s): Clean Water State Revolving Loan Fund and Loan Signatory Authority

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works Department/Finance Department

Staff Completing FIR: Melissa A. McDonald Date: 4/12/21 Phone: 955-6849

Reviewed by City Attorney: Date: Jul 29, 2021

Reviewed by Finance Director: Alexis Lotero, Assistant Finance Director Date: Aug 2, 2021

Alexis Lotero, Assistant Finance Director (Aug 2, 2021 08:55 MDT)

Summary:
The Bill authorizes the City to enter into a loan agreement with NMED for a $4M loan plus $180k in federal grant funds for various stormwater management projects throughout the City. The related Resolution specifies who the authorized officers and agents are within the City who are able to sign the various documents associated with the loan agreement and promissory note.

Departments Affected:
The Public Works Department (River and Watershed Section), Finance Department (Purchasing Division) and City Attorney's Office.

Consequences of Not Enacting Legislation:
Not enacting this legislation would prevent the River and Watershed Section from adequately addressing stormwater management as described in the City's 2019 Stormwater Management Strategic Plan (adopted unanimously by the Governing Body). Within that plan, a strategy was identified to obtain low-interest rate loans or bonds to fund stormwater management projects. The Clean Water State Revolving Loan is one such low-interest rate loan.

Performance and Administrative Implications:
The City has an estimated $30 million dollars in capital improvement projects that are necessary for stormwater management over the next 20 years. Additionally, the River and Watershed Section anticipates receiving a new MS4 permit, which regulates stormwater and requires expenditures. This legislation will cover the first phase of the identified $4 million dollars of projected work. The work would include previous damage caused by floods, pollution prevention, deferred maintenance, infrastructure repairs and replacements, and new stormwater management projects.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2019-35 Stormwater Fee Schedule

Fiscal Implications:
As per the City's Stormwater Management Strategic Plan and Ordinance No. 2019-35, which increased the stormwater service charge, the upfront costs of large projects can be deferred over time at a 1% interest rate.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$1,000,000	$1,180,000	$2,000,000		NR	231	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$1,000,000	$1,180,000	$2,000,000				$4,180,000

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

Expenditure Narrative:

Monies from the stormwater revenue funds will provide debt service for capital improvement construction projects. The River and Watershed Section will oversee these projects. Federal grants of $180,000 are estimated to be awarded in FYE 23, but actual expenditure of those funds may take place in FYE 23 and FYE 24.

Revenue

Revenue Type	FYE 22	FYE 23	FYE _24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$180,000	$		
Other	$1,000,000	$1,000,000	$2,000,000	NR	231
Total	$1,000,000	$1,180,000	$2,000,000		

Revenue Narrative:

The City of Santa Fe will receive $4 million in project loans to be paid down with stormwater utility service charge revenues over a 15-year period at an interest rate of 1%. The $180k in federal grants will not be provided to the City until 35% (roughly $1.4M) of the loan funds are expended. This is expected to occur in FYE23.

Signature: Regina Wheeler
Regina Wheeler (Jul 28, 2021 12:27 MDT)

Email: rawheeler@santafenm.gov

Signature: Melissa A. McDonald
Melissa A. McDonald (Jul 28, 2021 06:52 MDT)

Email: mamcdonald@santafenm.gov

Signature: Zoe Isaacson
Zoe Isaacson (Jul 27, 2021 11:40 MDT)

Email: zrisaacson@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
MEMORANDUM

Date: July 6, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jul 8, 2021 16:59 MDT)
Regina Wheeler, Public Works Department Director

From: Javier Rosado, Engineering Division Director Javier Rosado

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ITEM & ISSUE:

Request for the approval of Memorandum of Agreement between Santa Fe Public Schools and the City of Santa Fe in the amount of $195,000 for School Cross Guard Program for Four (4) School years; Santa Fe Public Schools; (Javier Rosado, jhrosado@santafenm.gov;955-6638)

BACKGROUND & SUMMARY:

The City of Santa Fe and the Santa Fe Public Schools (SFPS) have jointly administered the School Crossing Guard program for the past 30 years. For the first 25 years, the City of Santa Fe administered the program, receiving reimbursement from the SFPS for half of what it costs to run the program.

In FY 12/13, the City of Santa Fe and the SFPS agreed to transfer the administrative responsibilities to the SFPS, initially the City of Santa Fe agreed to reimburse the SFPS an amount no to exceed $175,000 for documented costs incurred in administering the program. This amount of $175,000 is based on what the City's actual costs were in the last three years we ran the program. These actual costs were:

FY 09/10 - $174,709.74
FY10/11 - $151,170.62
FY 11/12 - $179,575.83
FY 12/13 – $175,000.00

In the past fiscal years, the City of Santa Fe reimbursed SFPS to the following amounts:
FY 13/14 – $127,877.37
FY 14/15 – $169,093.58
FY 15/16 – $175,000
FY 16/17 – $175,000
FY 17/18 – $185,000
FY 18/19 –$185,000
FY 19/20 - $185,000
FY 20/21 - $88,669.24 (Due to COIVD-19)

The proposed MOU will continue to assign administrative responsibilities of the School Cross Guard program to the SFPS for four (4) school year (FY 21/22, FY 22/23, FY 23/24, and FY 24/25). The Santa Fe Public School has informed that there have been increases of cost for guard services of 18.5% from 2018 to 2019 and another increase of 15.75% from 2019 to 2020 (See attached email from Mario Salbidrez). The SFPS has asked to increase the amount the City is responsible for reimbursing by $10,000 for a total of $195,000. This increase accounts primarily for increasing the number of locations cross-guards are provided from 32 to 35. The Public Works Department feels that increasing the reimbursement amount by just over 5% is a reasonable request.

PRO/CUREMENT METHOD:

The procurement method is a Memorandum of Agreement which expires on June 30, 2025

CONTRACT NUMBER:

The Munis Contract Number is 3200001

FUNDING SOURCE:

The funding source is:

Fund Name / Number: General Fund / Fund 100
Munis Org Name/Number: Engineering Admin /1000411
Munis Object Name / Number: Other Consulting /510340

ACTION REQUESTED:

The Public Works Department respectfully requests your review and approval for this MOA with the Santa Fe Public Schools.

21-22-875-61-3

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE PUBLIC SCHOOLS
AND
THE CITY OF SANTA FE, NEW MEXICO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Public Schools (the "SFPS"). The date of this Agreement shall be the date when it is executed by the City and SFPS, whichever occurs last.

WHEREAS, for the past approximately twenty five years, the City and SFPS have agreed that it is in the best interests of the City and the SFPS to jointly administer the School Crossing Guard program because both parties have the same goal of ensuring that SFPS elementary school children safely cross the City's streets in order to get to school; and

WHEREAS, in the recent past, the City has provided administrative support services and hired City employees to staff the School Crossing Guard program; and

WHEREAS, for the specified three fiscal years, the SFPS reimbursed the City for ½ of the City's actual costs as follows: FY 21/22 - $195,000; FY 22/23 - $195,000; and projected amount for FY 23/24 - $195,000 and

WHEREAS, for FY 24/25, the City reimbursed the SFPS $195,000; and

WHEREAS, the SFPS has informed the City that it desires to continue the responsibility for administering the School Crossing Guard program entirely. and

WHEREAS, the City agrees to continue to assign the responsibility for administering the School Crossing Guard Program to the SFPS and to partially reimburse SFPS' actual costs in administering the Program.

THEREFORE, the City and the SFPS agree that in order to administer, operate and establish provisions for the School Crossing Guard Program and to maintain traffic control devices within City right of way, each party shall be bound by the following terms:

1. SCOPE OF SERVICES AND RESPONSIBILITIES

A. The City shall:

(1) Maintain traffic control devices contained within City right of way, including the following:

(a) Signs related to the control of traffic and pedestrians (i.e., School Crossing signs, Stop signs, Do Not Enter signs, etc.).

(b) Pavement markings such as lane lines, stop bars, and arrows.

(c) School flashers.

B. The SFPS shall:

(1) Administer the School Crossing Guard Program, including, without limitation, the following:

(a) Hiring, supervising, disciplining, and terminating employees (the "Personnel").

(b) Training and supervising Personnel.

(c) Providing equipment and supplies (i.e., uniforms, safety equipment, vehicle costs, mileage, etc.).

(d) Compensating Personnel.

(e) Arranging for substitute personnel during absences.

(f) Placing Crossing Guards.

(g) Should SFPS decide to sub-contract to cover any of the above duties, whether in its entirety or partially, through contracts with private entities, SFPS would remain responsible for the administration of the program in its entirety.

(2) Provide the City with school times prior to each school year for the purpose of programming the school

flashers. Notify the City within 5 working days prior to any changes to school times.

C. Both the City and SFPS agree:

(1) The SFPS will serve as fiscal agent for the Program. The SFPS shall maintain a separate accounting of all expenditures of the Program, including but not limited to, invoices, contracts, and expenditures to sub-contractors.

2. COMPENSATION

A. SFPS and The City shall include sufficient funds within their respective annual operating budgets to support the anticipated expenditures of the Program.

B. The City shall pay SFPS for its documented costs incurred in administering the Program in an amount of one hundred ninety-five dollars and zero cents ($195,000.00)per fiscal year, for fiscal years 2021/2022, 2022/2023, 2023/2024 and 2024/2025, which amount shall be paid out in installments, upon quarterly requests for payment from the SFPS.

3. TERM

This Agreement shall terminate on June 30, 2025, unless terminated sooner pursuant to Article 4 below.

4. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination.

B. However, this Agreement may not be terminated during any school year, so as not to interrupt the need to provide crossing guards for school-age children during the school year.

C. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. STATUS OF CONTRACTOR

Neither party's agents and employees shall accrue leave, retirement, insurance, bonding, use of the other party's vehicles, or any other benefits afforded to the other party's employees as a result of this Agreement.

6. CONFIDENTIALITY

Any confidential information provided to or developed by either party in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the other party without the prior written approval of the other party.

7. CONFLICT OF INTEREST

Both parties warrant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

8. ASSIGNMENT; SUBCONTRACTING

Neither party shall 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 other party.

9. RELEASE

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The parties agree not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

10. THIRD PARTY BENEFICIARIES

By entering into this Agreement the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the SFPS. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

11. RECORDS AND AUDIT

The SFPS shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City. The City shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

12. APPLICABLE LAW; CHOICE OF LAW; VENUE

This Agreement shall be governed by the ordinances of the city of Santa Fe and the laws of the state of New Mexico.

13. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto. The parties expressly agree that the Program is dynamic in nature with regard to the number of crossing guards needed in order to provide for the safety of school-bound children, and agree that the decision to increase or decrease as circumstances warrant upon mutual agreement of the City Manager, on behalf of the City, and the Superintendent, on behalf of SFPS, without requiring formal written amendments to this Agreement and without violating the terms of this Agreement.

14. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in SFPS 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.

16. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three

business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U. S. Postal Service.

CITY: Jarel LaPlan, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

SFPS: Superintendent
Santa Fe Public Schools
610 Alta Vista Street
Santa Fe, New Mexico 87501

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

SANTA FE PUBLIC SCHOOLS:

Dr. Veronica C. Garcia,
SUPERINTENDENT

DATE: 6-15-21

CITY OF SANTA FE:

_____

Alan Webber, MAYOR

DATE: _____

ATTEST:

_____

CITY CLERK

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

DATE:_____

ATTEST:

_____
Kristine Bustos Mihelcic,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 15:31 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
Mary McCoy,
DIRECTOR FINANCE DEPARTMENT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200001**

Contractor: **Santa Fe Public Schools (SFPS)**

Description: **MOA - School Cross Guard Program for four (4) years in the amount of $195,000.00**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **08/01/2021** Term End Date: **06/30/2025**

☑ Approved by Council Date: **TBD**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **Four (4) Year Agreement**

Fran Dunaway (Jul 16, 2021 09:28 MDT)

Purchasing Officer Review: Date: Jul 16, 2021

Comment & Exceptions: _____

4. **Funding Source:** **100** - General Fund **Org / Object:** **1000411/510310**

Andy Hopkins (Jul 16, 2021 09:50 MDT)

Budget Officer Approval: Date: Jul 16, 2021

Comment & Exceptions: _____

Staff Contact who completed this form: **Amanda Archuleta** Phone # **955-6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2021

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

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	**CONTACT NAME:** Risk Services **PHONE (A/C, No, Ext):** (800) 578-8802 **FAX (A/C, No):** (818)449-9449 **E-MAIL ADDRESS:** rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 4110 Old Taos Highway Santa Fe, NM 87501	**INSURER B : Safety National**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0024	07/01/2021	07/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Maximum Liability	$ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=$750K.
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

City of Santa Fe, Office of Economic Development
500 Market Street Station
Santa Fe, NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page_____of _____

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations
Professional Liability
Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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MOA - Santa Fe Public Schools (Cross Guard Program)

Final Audit Report 2021-07-16

Created:	2021-07-16
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdCaeC1BMiHXm_I6QZIkCWpk_wnFhY0P3

"MOA - Santa Fe Public Schools (Cross Guard Program)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-16 - 12:28:12 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-16 - 12:29:45 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-16 - 2:57:00 PM GMT- IP address: 174.205.101.249

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-16 - 2:58:29 PM GMT - Time Source: server- IP address: 174.205.101.249

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-16 - 2:58:30 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-16 - 3:26:23 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-16 - 3:26:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-07-16 - 3:26:42 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: July 7, 2021

TO: Alan Webber, Mayor and Governing Body
Quality of Life and Finance Committee

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director Kyra Ochoa (Jul 9, 2021 17:11 MDT)

FROM: Julie Sanchez, Youth and Family Services Division Director JJS

ITEM AND ISSUE:
Request for approval of a professional services agreement for a total amount of $252,478.00 for a four (4) year sole source contract to United Way of Central New Mexico to operate a 2-1-1 Call Center in Santa Fe City and County. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 505-955-6678)

BACKGROUND AND SUMMARY:
CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health. The vision of CONNECT is for all residents of Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being. The City of Santa Fe Community Services Department and Santa Fe County Community Services Department formalized their partnership on CONNECT, on November 10th, 2020 through City MOU #20-0629 or County Agreement No. 2020-0239-CSD/MM. Santa Fe County is currently the direct contractor with the CONNECT data system, Unite Us, and has invested over $329,000.00 to start up, provide initial licensing, and fund ongoing support. While the City initially paid for licensing its grantees, due to the change in fee structure in which non-profits no longer need to pay the annual licensing fee, the County is now providing a majority of the backbone data system support.

There is no centralized phone number for people needing resources to call either in Santa Fe City or County. CONNECT links people to services and resources via an on-line platform used by navigators at community organizations throughout the City and County, however access to CONNECT is either through self-referrals via the City or County website or by locating a navigator in existing CONNECT network organizations. CONNECT lacks a centralized phone number to serve as the portal to the network for people who can't access the on-line self-referral option. 2-1-1 is a powerful brand, and information and referral tool used to connect people with resources and services.

By integrating 2-1-1 with CONNECT, people will have access to consistent, reliable, well-trained staff, appropriate wait- and response-time, an accurate and relevant database of services and contacts based on caller needs. This will promote seamless service access and delivery within the City and County. United Way of Central New Mexico provides operational support for 2-1-1 services in counties south of Santa Fe and has agreed to expand service to Santa Fe City and County.

PROCUREMENT METHOD:

On May 5, 2021 a sole source determination was granted. A professional services agreement will be executed by July 1, 2021.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202820.

The contract will end June 30th 2025.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Comm Svs Admin/Fund 100
Munis Org Name/Number: Comm Svs Admin/1001001
Munis Object Name/Number: Grants and Services/510310

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Item#_____
Munis Contract# _3202820____

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 **UNITED WAY OF CENTRAL NEW MEXICO (UWCNM)**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide 2-1-1 call center services to serve the Santa Fe area, and offer the following:

1) Hire, onboard, train and supervise a CONNECT 2-1-1 Coordinator at 0.75 FTE (32 hours per week, including salary, benefits, taxes and fees) to field live calls maintaining the database, data reporting, and community outreach (including volunteer recruitment, training, and management); a preferred qualification is bilingual, English and Spanish.
2) The performance of all agents who staff the live phone line are consistently monitored for the quality of interactions and referrals; agents will be given feedback on their performance, and if needed coaching and guidance on how to improve.
3) Calls are regularly monitored for metrics such as wait time, call completion, average call time, etc., to determine whether improvement is needed.
4) Call and website volume and referral data are reported correctly and monitored for accuracy, and staff are given timely guidance and feedback to address issues or concerns.
5) Call metrics will be used to inform future staffing and hours for call center operations.
6) Callers who might benefit from warm hand-offs are transferred to appropriate resources such as CONNECT.
7) Provide resource data base, hardware, telephony and internet capabilities.
8) Use the Unite Us on-line referral management platform.
9) The coordinator will do all of the following depending on the caller's level of need: 1) provide callers with resources 2) assist with enrolling in CONNECT using the on-line self-referral portal; 3) screen for unmet social determinants of health (SDOH) using the CONNECT networks screening and evaluation tools; and 4) enroll and refer using Unite Us to link callers to resources and services.
10) Attend meetings with City staff and community stakeholders, as needed.

Deliverables.

A. 2-1-1- Call Center staffed at 32 hours per week.

B. Agent is available to respond to calls between the hours of 8:30 am to 4:30 pm Monday through Friday.
C. Coordinator is trained to use the Unite Us on-line referral management system to screen for unmet social determinant of health needs using a screening tool determined by the City, make referrals, and/or assist callers to self-refer into CONNECT.
D. After hours and on weekends, calls are addressed by UWCNM's call center's automated Interactive Voice Response (IVR) system. Voicemails are responded to by a live agent the next business day.
E. Reports on call volume, wait time, call completion, average call time, resources provided, SDOH screens and referrals made in the Unite Us platform and other agreed upon metrics are submitted with invoices on a quarterly basis.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon DELIVERABLES, such compensation is not to ($252,478.00) including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($252,478.00). 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.**

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ($70,021.00) including gross receipts tax in (FY22).

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ($60,819.00) including gross receipts tax in (FY23).

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ($60,819.00) including gross receipts tax in (FY24).

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ($60,819.00) including gross receipts tax in (FY25).

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **JUNE 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City: [Julie Sanchez, jjsanchez@santafenm.gov Youth and Family Services Division, Po Box 909, Santa Fe NM 87504,].

To the Contractor: [UNITED WAY OF CENTRAL NEW MEXICO, 2340 Alamo Ave SE Ste. 200, Albuquerque, NM 87106 Rodney.Prunty@uwcnm.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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
United Way of Central New Mexico

_____
NAME
President & CEO

_____
TITLE

DATE: 7/7/21
CRS# _____
Registration# 230339

ATTEST:

_____

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 6, 2021 11:44 MDT)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

1001001.510310 AJH
AJH

Org. Name/Org#

MEMORANDUM OF AGREEMENT
BETWEEEN SANTA FE COUNTY AND THE CITY OF SANTA FE
REGARDING "CONNECT", AN ACCOUNTABLE HEALTH COMMUNITY

THIS MEMORANDUM OF AGREEMENT is entered into on this 10th day of November, 2020, by and between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY").

RECITALS

WHEREAS, the City of Santa Fe and Santa Fe County Community Services Departments share a common vision of connecting all residents of the City and County, especially the most in need, with the resources key to improving health and wellbeing; and

WHEREAS, a quality health and wellbeing system promotes a healthy community by improving the health of populations, improving the patient system of care, and reducing the per capita cost of health care, and no single government or non-government entity is accountable for achieving a healthy community;[1] and

WHEREAS, the City and Santa Fe County are dedicated to achieving a healthy community by promoting an Accountable Health Community model, which is a structured, cross-sectoral alliance of healthcare, public health, social services and other organizations that plan and implement strategies to improve population health and health equity for all its residents; and

WHEREAS, the model is designed to strategically leverage resources across sectors, presenting opportunities to improve population health, reduce costs, and enhance access to and quality of care;[2] and

WHEREAS, the City and the County define population health as the health outcomes of all people in Santa Fe County and recognize that population health outcomes are the product of multiple *determinants* of health, including policies, clinical and public health care, genetics, behaviors (e.g., smoking, diet, and treatment adherence), social factors (e.g., housing, employment, education, and poverty), environmental factors (e.g., occupational, food, and water safety), and the distribution of disparities in the population;[3] and

WHEREAS, the City and the County's governing bodies endorse the Accountable Health Community model and seek to improve health, improve behavioral health, improve safety, and promote more equitable access to opportunities for realizing the full potential of all people in Santa Fe County; and

---

[1] Institute for Healthcare Improvement, Triple Aim: http://www.ihi.org/Engage/Initiatives/TripleAim/Pages/default.aspx

[2] Prevention Institute, Accountable Communities for Health: https://www.preventioninstitute.org/projects/accountable-communities-health-ach

[3] Association of State and Territorial Health Organizations: https://www.astho.org/Health-Systems-Transformation/Medicaid-and-Public-Health-Partnerships/Learning-Series/Public-Health-and-Population-Health-101/

WHEREAS, the City's Community Services Department provides and coordinates services with Santa Fe County's Community Services Department, and both coordinate with state and other partners to address the determinants of health in order to promote a healthy community; and

WHEREAS, the County's and the City's Community Services Departments have both embarked on creating a single network of providers connected by "navigators", professionals who screen for social needs which impact health and wellbeing including access to housing, food, transportation, utilities, and interpersonal safety and who work to connect clients with needed resources; and

WHEREAS, a key feature of creating this network of better-connected health and human services providers in the community is to connect residents with needed resources; and

WHEREAS, there exists a need for a common tool whereby aggregate data on those residents screened and navigated through the health and human services system and the activities of those agencies serving them can be tracked to establish the scope of social needs and impact of services rendered to mitigate those needs; and

WHEREAS, the City of Santa Fe Community Services Department, via its Human Services Committee, Children and Youth Commission, and other City of Santa Fe funding boards, contracts with many of the same providers with which Santa Fe County contracts in order to provide both safety net and navigation services; and

WHEREAS, both departments seek to create a better-connected network of health and human service providers in Santa Fe so that residents can access resources such as housing, food, transportation, utilities, interpersonal safety, education, childcare and employment; and

WHEREAS, both departments envision the network they create in Santa Fe County growing throughout the state and acting as a model for other communities in New Mexico seeking to improve the health and wellbeing of their residents; and

WHEREAS, the City and Santa Fe County desire to formalize an agreement to effect a coordinated network of health and human services providers providing "navigation" to residents of the City and County, the purpose of which is to help residents access resources related to health care, housing, food, transportation, utilities, interpersonal safety, and other social determinants of health to be known as "Connect"; and

WHEREAS, the City and County desire to name this network "Connect".

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE. The City of Santa Fe Community Services Department and the Santa Fe County Community Services Department (collectively the "Departments") agree to jointly create and support Connect, the network of health and human services providers who collectively serve the most vulnerable people in the City and County with a goal of enacting a model of care coordination that may be supported by state, federal, and private funders and replicated statewide.

2. **SCOPE.** The Departments agree to coordinate on: 1) collecting data via the same tool, a software system to assess the aggregate number of residents served by internal programs and community partner grantees and the impact of navigation and referrals on health outcomes, as well as which social needs go unmet in the County; 2) a communication strategy about Connect for the navigator network, funded agencies, current and potential partners, and the public; 3) strategies for growing the network and developing state and other funding sources for Connect.

3. **TERM.** This Memorandum of Agreement ("Agreement") shall remain in effect until terminated by either party pursuant to Article 4 below.

4. **TERMINATION.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement.

6. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City or the County 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 the County and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. **THIRD PARTY BENEFICIARIES.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

8. **ASSIGNMENT.** Neither the City nor the County shall 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 other party.

9. **AMENDMENT.** This Agreement shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

	Nov 17, 2020
ALAN M. WEBBER, MAYOR	DATE

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

11-17-2020
DATE

GB Mtg 11/10/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2020 09:04 MDT)

Jun 8, 2020
DATE

SENIOR
ASSISTANT
CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy
MARY M. MCCOY
FINANCE DIRECTOR

Nov 17, 2020
DATE

SANTA FE COUNTY:

Katherine Miller
Katherine Miller
Santa Fe County Manager

5-28-2020
Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

May 26, 2020
Date

Finance Department:

Yvonne S. Herrera
Yvonne S. Herrera
Finance Director

5/27/2020
Date

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety ***- (*) must be completed.***

***Date:** 5/3/2021

***Prepared By** Elizabeth Peterson ***Title** Children and Youth Program Manager

***Vendor Name** United Way of Central New Mexico

***Address:** 2340 Alamo Ave SE

***City:** Albuquerque ***State:** NM ***Zip Code:** 87106

***Description of Goods/Service to be procured:** 2-1-1 Call Center for CONNECT

***Estimated Cost:** **$252,478.00**

Term of Contract:
One (1) to Four (4) year from award) 4 year award

***Sole Source Request Justification Questions 1-3.**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

There is no centralized phone number for people needing resources to call either in Santa Fe City or County. CONNECT links people to services and resources via an on-line platform used by navigators at community organizations throughout the City and County, however access to CONNECT is either through self-referrals via the City or County website or by locating a navigator in existing CONNECT network organizations. CONNECT lacks a centralized phone number to serve as the portal to the network for people who can't access the on-line self-referral option. 2-1-1 is a powerful brand and information and referral tool used to connect people with resources and services.

By integrating 2-1-1 with CONNECT, people will have access to consistent, reliable, well-trained staff, appropriate wait- and response-time, an accurate and relevant database of services and contacts based on caller needs. This will promote seamless service access and delivery within the City and County. United Way of Central New Mexico provides operational support for 2-1-1 services in counties south of Santa Fe and has agreed to expand service to Santa Fe City and County.

City of Santa Fe, New Mexico

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

x	**The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**
	Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract*.

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

There are no other call centers in our geographic area that can offer this type of service.

***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway (May 5, 2021 09:04 MDT) May 5, 2021

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. ***This Sole Source determination will be valid for a period of one (1) year from the date of the award.***

Fran Dunaway (Jul 15, 2021 09:52 MDT) Jul 15, 2021

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

****Required Attachments:***

- ****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
- ****Quote from sole source Contractor***
- ****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

United Way
of Central New Mexico

2340 Alamo Ave. SE, 2nd Floor
Albuquerque, NM 87106
Phone (505) 247-3671
Fax (505) 242-3576

www.uwcnm.org
LIVE UNITED.
HELPING OTHERS SINCE 1934

Thank you for your interest in United Way of Central New Mexico 211!

211 is a community referral service that connects community members with needed human and social services. For more than 20 years, United Way of Central New Mexico and 211 have provided connections to local resources within the Central New Mexico area. The 211 service is provided through the United Way of Central New Mexico. As it has been developed and delivered by United Way of Central New Mexico, we are the sole vendor/supplier/distributor/provider of our service.

This letter is to confirm that United Way of Central New Mexico's 211 is a sole source product created and performed exclusively by United Way of Central New Mexico, 2340 Alamo Ave SE Ste. 200, Albuquerque, NM 87106. If you have any questions, please feel free to call us at (505) 247-3671.

William Newell
Chief Financial Officer
United Way of Central New Mexico

UNITWAY-13 CSPECIAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED United Way of Central New Mexico 2340 Alamo Ave SE Ste 100 and 200 Albuquerque, NM 87106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Great American Insurance Company - Canada INSURER C : New Mexico Assurance Company — 13673 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PAC053509906	8/26/2020	8/26/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP0535100	8/26/2020	8/26/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB0535101	8/26/2020	8/26/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		96511104	8/26/2020	8/26/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

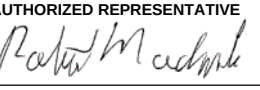
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: UNITED WAY OF CENTRAL NEW MEXICO, INC.
DBA: UNITED WAY OF CENTRAL NEW MEXICO

Business Location: 2340 ALAMO AVE NE
ALBUQUERQUE, NM 87106

Owner: William Newell

License Number: 230339

Issued Date: May 07, 2021

Expiration Date: May 07, 2022

Description: NON-PROFIT

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

UNITED WAY OF CENTRAL NEW MEXICO, INC.
2340 ALAMO AVE NE 200
ALBUQUERQUE, NM 87106

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202820

Contractor: United Way of Northern New Mexico

Description: 2-1-1 Call Center operations

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

Term Start Date: July 1, 2021 Term End Date: June 30, 2025

[ ] Approved by Council Date: _____

Contract / Lease: 2-1-1 Call Center

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ n/a

Extend Termination Date to: n/a

[ ] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** Sole Source

Fran Dunaway (Jul 15, 2021 9:52 MDT) Jul 15, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** COMM. SERVICES ADMIN FUND 100 **Org / Object:** 1001001.510310

Andy Hopkins (Jul 12, 2021 16:49 MDT) Jul 12, 2021

Budget Officer Approval: Date:

Comment & Exceptions: SOLE SOURCE PROCUREMENT

Staff Contact who completed this form: Julie Sanchez Phone # 505-955-6678

Email: jjsanchez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: UNITED WAY OF CENTRAL NEW MEXICO

Procurement Title: 2-1-1 Call Center

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

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

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julie Sanchez	Children and Family Services Division Director	7/7/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway Fran Duraway (Jul 15, 2021 09:52 MDT)	Chief Procurement Officer	Jul 15, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

City of Santa Fe New Mexico
Memorandum

Date: July 15, 2021

To: Governing Body

Via: _____
Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director

From: Romella Glorioso-Moss, PhD, AICP, Public Works Project Administrator

RE: Amendment #1 to Professional Services Agreement #19-0127

ITEMS AND ACTIONS:

(1) Request for Approval of Amendment #1 of the Professional Services Agreement #19-0127 with WSP USA for engineering services related to the Arroyo Chamisos Crossing Project to Amend the Scope of Work and Increase Compensation by a Sum Not to Exceed One Million Dollars ($1,000,000.00), Excluding Gross Receipts Tax.

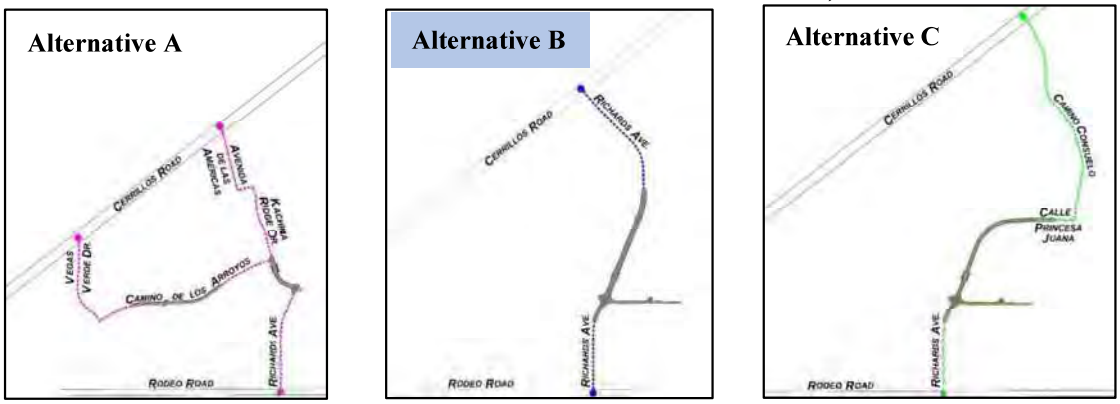
(2) Request for Approval to BAR $250,000 of Funds from Roads Impact Fees to Fund Completion of Phase 1B "Detailed Analysis of Alternative B" for CIP #876B - Arroyo De Los Chamisos Crossing Project.

BACKGROUND AND SUMMARY:

On February 27, 2019 the Governing Body awarded PSA #19-0127 to Louis Berger U.S., Inc. (now WSP USA Solutions, Inc.), for Phase 1A/B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing (RFP# '18/45/P). The RFP issued on June 7, 2018 was for professional services to assist the City in determining the most feasible crossing of the Arroyos De Los Chamisos from Rodeo Road/Richards Avenue to Cerrillos Road. As the City moves forward with a selected alternative, the RFP scope provides for contract amendment to include additional professional services to complete preliminary and final design and engineering services through project construction.

The consultants completed Phase 1A – Initial Evaluation of Alternatives, and at the Early Neighborhood Notification (ENN) meeting on March 10, 2020, presented three "build alternatives" for developing the crossing (Fig. 1) to the public. Attended by 153 community members, Alternative B (see below) was chosen as the most feasible alternative. It: 1) provides the most direct connection between Rodeo Road and Cerrillos Road; 2) has no horizontal geometric design deficiencies; 3) has least amount of driveway impacts and right-of-way needs; and 4) provides the greatest reduction of traffic along adjacent local roads.

Figure 1: Three Build Alternatives Presented to Public on March 10, 2020



Following the NMDOT procedures, the consultants are now working on completing Phase 1B, which is the detailed analysis of the preferred Alternative B. Due to Covid-19 global pandemic preventing regular traffic analysis, the project has been delayed for about a year.

The new scope of work includes work requested by the public including more in-depth traffic analysis, integration of the connection with bicycle and pedestrian facilities, and special consideration of impacts to existing neighborhoods and affected natural resources and amenities. This additional scope for Phase 1B will cost additional $162,738, which has been approved for funding via Road Impact Fees. Up to $250,000 of road impact fees were secured providing funding for additional work requested by the public after Phase 1B report is presented at a public meeting in December.

In addition to change in scope of work for Phase 1B, the Phase 2 – Preliminary Design, Phase 3 – Final Design, and Phase – 4 Construction Services as described in RFP# '18/45/P are being added to the contract so that the project may proceed efficiently.

Based on other Public Works roadway design projects, the inclusion of Phase 2 through 4 in the amended scope of work is estimated to cost an additional one million dollars. This amount will come from $4.9 M Invest in America funding that the City secured in July 2021 through the Office of Congresswoman Theresa Leger-Fernandez.

ATTACHMENTS:
Amendment #1 PSA - 19-0127
Summary of Contracts
Procurement Checklist
CIAC Memo
BAR

Item# _____
Munis Contract# _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0127

A. This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 6, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and WSP USA SOLUTIONS, INC. formerly known as Louis Berger U.S., Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

B. Per the attached Exhibit A-1- Amended Certificate of Authority issued by the Office of the New Mexico Secretary of State, dated January 6, 2020, it is acknowledged that the contractor Louis Berger U.S. Inc. (NM Corporation #5215455) has changed its name to WSP USA SOLUTIONS, INC.

C. Under the terms of the Agreement, Contractor has agreed to provide engineering services to the City with regard to Arroyo De Los Chamisos Crossing as per RFP#'18/45/P issued on June 7, 2018.

D. Phases of the Scope of Work shall be authorized by the City through the issuance of Purchase Orders (PO).

E. Pursuant to Article 13 of the Agreement, and for good and valuable consideration,the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK.

Article 1, of the Agreement is amended to clarify the specific tasks under Phase IA & IB – Location Study and to include Phase II – Preliminary Design, Phase III – Final Design, and Phase IV – Construction Services as per Scope of Work delineated in RFP#'18/45/P, so that Article 1, reads as follows:

A. The Contractor shall provide engineering services for the City in connection with Arroyo De Los Chamisos Crossing (the "Project") comprised of the following tasks thereunder:

Phase I – Location Study
Phase IA Tasks (Phase IA is Complete):
1. Preliminary Property Ownership Mapping
2. Public Involvement

3. Detailed Inventory of Existing Conditions
4. Transportation Needs Analysis
5. Develop Purpose and Need
6. Identify Existing Environmental Conditions
7. Identify Viable Alternatives
8. Initial Evaluation of Alternatives

Phase IB Tasks:

1. Detailed Evaluation of Alternatives
2. Environmental Investigations and Documentation
3. Property Ownership, Location Survey and Mapping
4. Coordination
5. Public Involvement

Phase II – Preliminary Design (Tasks may be amended at City's discretion)
Tasks:

1. Subsurface Utility Engineering
2. Drainage Analysis
3. Geotechnical Investigations
4. Preliminary Design Plans
5. Coordination
6. Public Involvement
7. Environmental Investigations and Documentation

Phase III – Final Design (Tasks may be amended at City's discretion)
Tasks:

1. Right-of-Way Design
2. Final Design
3. Coordination
4. Public Involvement
5. Construction Bid Documents

Phase IV – Construction Services (Tasks may be amended at City's discretion)
Tasks:

1. Construction Engineering, Management and Testing

The foregoing project phases and specific tasks thereunder are described in detail in Exhibit "A" attached hereto and made a part hereof.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a sum not to exceed One Million Dollars ($1,000,000.00), excluding gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, a sum not to exceed One million two hundred forty-eight thousand two hundred seventy-four dollars and eleven cents ($1,248,274.11), excluding gross receipts tax. The New Mexico gross receipts tax levied on

the amounts payable under this Agreement totaling one hundred five thousand three hundred twenty three dollars and thirteen cents ($105,323.13) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million three hundred fifty-three thousand five hundred ninety seven dollars and twenty four cents ($1,353,597.24). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in Amendment No. 1 as described in "Exhibit A" attached hereto and incorporated herein, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
WSP USA SOLUTIONS, INC.

CRAIG R. COREY
LOCAL BUSINESS LEADER

DATE: 7/6/2021
CRS#: 01-195458-00-2
Registration #: 230689

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 7, 2021 08:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

3309980.572960.EN193300D AJH
Org Code/Object #/Project ID AJH

EXHIBIT A: DETAILED SCOPE OF WORK

PHASE I – LOCATION STUDY

Phase IA Tasks: **(Phase IA is complete)**

1. Preliminary Property Ownership Mapping
   The Consultant will prepare preliminary property ownership maps of the project area along Richards Avenue between Rodeo Road and Cerrillos Road. The preliminary property ownership map will be developed by researching vesting documents and City of Santa Fe GIS data.

2. Public Involvement
   The Consultant will develop and initiate a public involvement program. The public involvement program will include:

   - Public meetings
   - Agency and Stakeholder Coordination

   The public meetings will be held to solicit public input during Phase IA - Initial Evaluation of Alternatives.

   Local stakeholders may include the City of Santa Fe Fire and Police Departments, Santa Fe County, New Mexico Game and Fish, New Mexico State Forestry, New Mexico Energy, Minerals and Natural Resources Department, neighborhood associations, local landowners, local residents and local community leaders. Every effort will be made to encourage participation in the public meetings.

   Outreach efforts will include securing a venue and advertising for the public meetings.

3. Detailed Inventory of Existing Conditions
   An evaluation will be made of the geometry and physical characteristics of the existing roadway network, geography and drainage patterns between the approximate limits of the Richards Avenue/Rodeo Road area and the Richards Avenue/Cerrillos Road area. This will facilitate a determination of substandard physical features based on a comparison with current standards. Existing substandard conditions will provide a basis for needed improvements.

4. Transportation Needs Analysis
   - Perform eleven (11) tube counts in the study area to provide up-to-date traffic volumes to assist in calibration of the VISUM model in the study area.
   - Meet with City of Santa Fe (CoSF) to review potential alignment alternatives for the initial evaluation.
   - Add links to the VISUM model to represent the conceptual alignment alternatives being evaluated during Phase IA.

- Run the VISUM model for each of the alignment alternatives to compare the regional traffic operations of each alignment. The measure of effectiveness will include the projected traffic volumes on the roadways in the vicinity, the change in traffic volumes resulting from the alternatives, the volume-to-capacity ratio on the roadways, and the vehicle-miles-of-travel resulting from the alternatives.
- Summarize traffic operation comparisons and for inclusion in the Phase IA Report.
- Provide the technical analysis output from the VISUM model for each alignment. This data output will be compiled and included in the appendices of the Phase IA Report.

5. Develop Purpose and Need

Richards Avenue is a north-south corridor extending from the southern tip of Rancho Viejo to the northern tip of Agua Fria, disjoined since inception at one location by the physical deterrent posed by the Arroyo de Los Chamisos. As a result, north-south bound traffic needing to cross the Arroyo de Los Chamisos must pass through adjacent neighborhood roads including Zafarano Road, Avenida de las Campanas, Camino Carlos Rey, and Governor Miles Road.

Past efforts focused on extending the Richards Avenue Corridor on the obvious alignment across the arroyo and vacant lands to conjoin the northern and southern segments. The City of Santa Fe seeks to evaluate other possible options to extend Richards Avenue in addition to the previously identified alignment. A minimum of three alignments are to be evaluated with a goal of providing the City with a preferred alternative to extend Richards between Rodeo Road and Cerrillos Road.

Several purposes have been preliminarily identified as a basis for the crossing of the Arroyo de Los Chamisos including:

- Improve emergency access throughout the region;
- Provide a new all-weather crossing of the Arroyo de Los Chamisos;
- Reduce travel times between the Santa Fe Community College District and the City of Santa Fe; and,
- Reduce traffic congestion on local streets including Zafarano Road, Avenida de las Campanas, Camino Carlos Rey, and Governor Miles Road.

A purpose and need will be defined for possible improvements based on:

- Discussions with City representatives and area stakeholders; and,
- The evaluation of the need for improvements based on projected traffic volumes, travel times and emergency access.

The purpose and need will be reviewed by the City of Santa Fe before presentation to the public for comment.

6. Identify Existing Environmental Conditions
   In this task, existing environmental conditions will be identified to serve as a baseline for comparison of preliminary alternatives. Existing environmental conditions include:

   - Demographics;
   - Land use;
   - Community facilities;
   - Cultural resources;
   - Hazardous materials sites;
   - Natural resources;
   - Biological resources; and,
   - Section 4(f) properties.

   Only regional air quality parameters will be considered. Potential noise impacts will not be considered.

   Cultural, biological and natural resources will be preliminarily assessed through desktop records research methods.

7. Identify Viable Alternatives
   A range of improvement alternatives to meet the purpose and need will be identified. The alternatives may range from simple enhancements to changes to the roadway network and may include both roadway extensions and local street improvements.

   Alternatives will be sketched for review and discussion with the City and area stakeholders. After review, alternatives will be presented at a public meeting to solicit public comments.

8. Initial Evaluation of Alternatives
   The consultant will assist the City in determining the most feasible crossing of the Arroyos de Los Chamisos from Rodeo Road/Richards Ave. to Cerrillos Road. The consultant will be tasked with providing the City an Initial Evaluation of Alternatives Report (Phase IA).

Phase IB Tasks:

1. Detailed Evaluation of Alternative B (Proposes extension of Richards Avenue north across the Arroyo de Los Chamisos connecting to the existing Richards Avenue/Siringo Road intersection for access to the Richards Avenue/Cerrillos Road signalized intersection.)

   a. Geotechnical Scoping Study Memorandum
      Engineer will conduct an office scoping study of the Richards Avenue corridor to document existing mapping of Natural Resources Conservation Service (NRCS)/

United States Department of Agriculture (USDA) Soil Mapping, evaluate variability of site soils, and review structural geology conditions. Terrain analyses will consider past land use and geomorphology changes of the site. Engineer will conduct a site visit using global positioning system (GPS) to walk the alignment and evaluate the surficial ground conditions at a scale of 1:200 feet and document potential geologic hazards that will be considered in the detailed geotechnical report. An exploration plan for Phase II will be prepared and submitted with the geotechnical scoping study memorandum.

b. Streetlight Big Data Analysis and Documentation

This purpose of this task is to obtain "big data" from the vendor Streetlight Data, Big Data for Mobility, to augment traffic data obtained during the COVID-19 pandemic that is not representative of pre-pandemic conditions. Engineer will secure a vendor agreement to procure the big data needed for the project. See Figure 1 for the approximate proposed zone locations; fifty (50) zones.

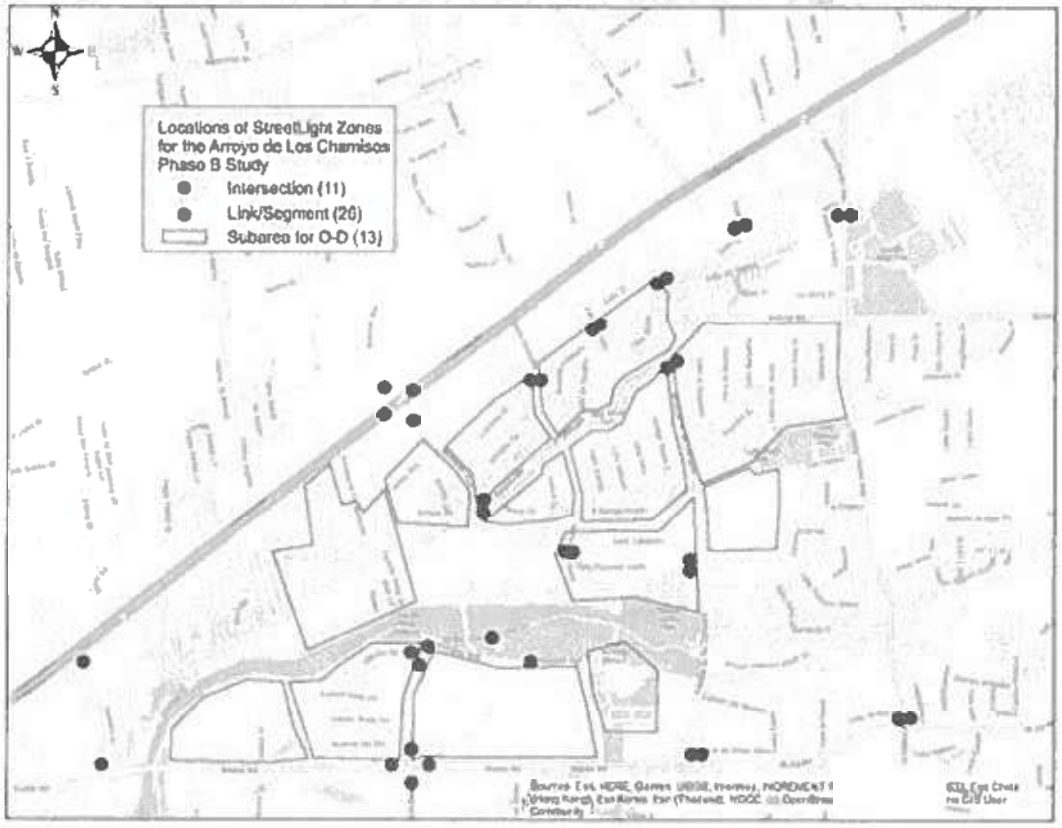
Engineer will use the Streetlight database to set-up and extract the big data needed for this project. Data extracted will reflect multiple days/months of data to provide average statistics for years 2018 and/or 2019. This effort will include:

- Setting up 50 advanced analytics zones.
- Correlating the Streetlight data to traffic count data obtained for this project as part of the Traffic Study.
- Extracting turn movement percentages for four (4) intersections, and verifying existing turn movement volumes at the intersections.
- Estimating peak-hour and daily volumes using the local street system.
- Reviewing Top Routes and/or origins-destinations for key movements along the corridor and from places within the project vicinity.
- Summarizing data.

c. Traffic Study for Richards Alignment Only

The detailed traffic operations analysis will focus on the AM and PM peak-hour existing (2019) and proposed (2040) conditions. To estimate traffic volumes for existing conditions, new 9-hour turning movement counts will be collected at four intersections including Richards Ave/Rodeo Rd, Richards Ave/Camino del Prado, Richards Ave/Siringo Rd, and Richards Ave/Cerrillos Rd. The AM and PM peak-hour traffic counts will be adjusted to pre-COVID levels through the use of the NMDOT Method 3 as defined in the NMDOT Guidelines of October 5, 2020: Alternative Means to Develop Base Turning Movements Volumes for Traffic Impact Studies During COVID-19 Times. Streetlight big data will be used to adjust the turning movements consistent with the NMDOT Guidelines.

Figure 1 Preliminary Layout for Streetlight Big Data Zones



The Santa Fe regional travel demand (VISUM) model will be used to develop estimates of the 2040 design-year AM and PM peak-hour traffic volumes at the four intersections identified above for both the no-build and build scenarios. The 2040 no-build scenario traffic volumes will be estimated by applying the growth from the VISUM model onto the adjusted existing condition traffic volumes. The 2040 build scenario traffic volumes will be developed by applying the difference between the no-build and build scenarios in the VISUM model.

Traffic operations analyses will be performed for the AM and PM peak-hours using the Highway Capacity Software (HCS), for existing and design-year conditions. The results of the traffic analysis will be documented in the Phase IB report; a separate traffic report will not be prepared.

d. Planning-level Drainage Analysis

Engineer will perform a planning-level drainage analysis to identify storm drain system needs for the proposed street extensions, capacity requirements for concrete box culverts (or round/arch pipe alternatives), and anticipated erosion and scour protection within the arroyo. Engineer will coordinate with the City Public Works Department's River and Watershed Section and the Federal Emergency

Management Agency (FEMA) to discuss drainage requirements at a planning level.

Hydraulic analysis will be performed using HY-8 to size concrete box culverts (CBCs) based on flows documented in the Phase IA report. Hydrologic analysis will not be performed for the arroyo as part of Phase IB. A review of the historic aerial photos from Google Earth reveals that the alignment of Arroyo Chamisos upstream and downstream of the proposed crossing is fairly unstable; the aerial photos show that the main channel of Arroyo Chamisos is still dynamic and it has widened and shifted to the north at the proposed CBC crossing after the construction of the low water crossing (access road to the fire station) between 2005 and 2009. Engineer, in coordination with the City of Santa Fe and FEMA, will engineer the layout of the proposed CBC and its wingwalls and will prepare conceptual drawings that includes stabilization of the banks of the arroyo upstream and downstream of the crossing. Engineer will also evaluate the effect of the existing low water crossing on the Arroyo Chamisos and recommends whether the structure should be removed or remain in place after the project is complete.

The existing storm drain system in Richards Avenue between Rodeo Road and Cerrillos Road will be identified based on as-built plans and/or coordination with the City of Santa Fe. Any new storm drain system, If required, will be designed based on Manning's equation only and will not include backwater analysis. Stormwater runoff along the proposed street extension will be estimated using Manning's equation (simplified calculations) to identify curb inlet spacing based on managing spread along the roadway. Requirements to connect the existing and proposed storm drain systems will be identified. Outlet protection analysis will be performed for the CBCs to determine dimensions of riprap aprons.

A separate drainage analysis report will not be prepared; the drainage analysis results will be incorporated into the Phase IB report.

e. Conceptual Design and Evaluation

Conceptual design plans for the proposed improvements will include existing and proposed typical sections, typical pavement sections, plan and profile layouts of the entire corridor, and conceptual layouts for the concrete box culverts. Basic horizontal and vertical geometry will be annotated on the layouts; geometric details will be provided for vertical curves. The plan sheets will be created to expedite preliminary design plan development. Existing and proposed right-of-way will be shown. Proposed right-of-way will include additional permanent takes, construction maintenance easements, and temporary construction permits. If any encroachments are identified, a listing will be made describing the type and location of the encroachment and the property owner.

The results of the detailed traffic analysis will be needed to identify if improvements to the Cerrillos Road/Richards Avenue and Rodeo Road/Richards

Avenue intersections will be proposed. Concept layouts in plan view only will be prepared for these intersections if required.

The conceptual design efforts will include:

- Refined typical sections
- Roadway alignment modeling (concept design level to set vertical profile and slope limits)
- Roadway geometry in plan view
- Layouts of traffic calming and complete streets features
- Intersection geometry for special intersection treatments in plan view (i.e., traffic circles)
- Initial layouts for concrete box culverts (or round/arch pipe alternatives) including sizes, aprons and scour protection, and cover depths
- Layouts of proposed drainage system features in plan view (no structure sections)
- Sidewalk/multi-use trails and connections, including anticipated requirements to satisfy ADA/PROWAG
- Identification of ROW impacts and acquisition needs

f. Prepare Estimate of Probable Costs
Engineer will prepare estimates of probable costs for the proposed improvements at a conceptual level based on today's dollars and using current unit costs for construction items. The cost estimate will not include temporary or permanent right-of-way costs.

g. Prepare Phase IB Report
The Engineer will prepare draft and final versions of a Phase IB Report documenting the detailed engineering evaluation of alternatives. An Executive Summary will be prepared. Up to ten (10) hard copies and associated digital files for the draft and final versions will be submitted.

After the draft version of the report, Engineer will prepare resolutions to and address comments from the City before submitting the final version of the report. A draft review and a final draft review is included prior to submittal of the Final Phase IB Report.

h. Quality Control
Engineer will implement quality control procedures for the conduct and completion of project tasks. Deliverables will be reviewed prior to submittal to the City.

2. Environmental Investigations and Documentation
An assessment of potential environmental impacts associated with the proposed improvements will be performed. The findings will be documented in the Phase IB report. Detailed environmental investigations and the National Environmental Policy Act (NEPA) documentation will be performed in Phase II.

3. Property Ownership, Location Survey and Mapping

a. Location/Topographical Survey
The limits of the topographical survey will be as shown in Figure 2. The survey will include the Richards Avenue corridor from Camino Cielo Vista north across the Arroyo de Los Chamisos to just north of James Avenue. As shown in Figure 2, this will include the area east of Richards Avenue to the Fire Station including the northwest corner lands of the Rodeo grounds.

Three control points will be established adjacent to the project area. A survey control plan sheet to NMDOT standards will be prepared for future inclusion in the construction plan set.

Figure 2 Topographical Survey Limits

Survey data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits will be mapped during the survey including, but not limited to, grade breaks, drainage structures, fences, walls, sidewalks and curb ramps (face to face each side of Richards Avenue limits), curb/gutter, edge of pavement/ concrete, visible utility features, and multi-use trails within the limits. Limits of side streets to include up to curb returns or projected ROW lines crossing side streets, except for Camino del Prado which will extend 50 feet past the curb return. An existing surface in AutoCAD Civil 3D 2018 format will be provided.

Manhole invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits if the survey crew is provided access by City of Santa Fe Staff and able to open the manhole cover safely. No manholes will be opened within roadways which require traffic control to open.

b. Define Existing Right-of-Way (ROW)
Existing subdivision plats and ROW Maps, if available, will be researched to establish the existing ROW for Richards Avenue to sufficient accuracy for determination of existing encroachments. If insufficient monumentation is recovered, Surveyor will coordinate with design team to determine further action or analysis. Existing plats/documents will be researched to show existing tracts within the existing Arroyo de Los Chamisos. Based on the records research and

verification by existing survey monuments in the field, existing ROW limits will be established in AutoCAD Civil 3D 2018.

A boundary survey as defined per New Mexico Minimum Standards for Surveying is not included in this scope. Right-of-Entry requests for surveying purposes will be initiated by the City, as well as final responsibility to obtain the necessary access to properties, prior to field survey. Engineer will provide information on location needed and associated property owner information based on existing records.

4. Coordination

a) Project Management and Coordination
Engineer will be responsible for the coordination of project activities with the City of Santa Fe Project Manager(s) and the project team established for this project. Engineer will be responsible for:

- Ongoing coordination with the City of Santa Fe Project Manager(s).
- Scheduling project team meetings assumed to occur on average every six (6) weeks over the duration of this project phase. Up to six (6) project team meetings are included in this phase. The meetings will be held virtually using Microsoft Teams or similar.
- Preparation of meeting summaries within two weeks of meetings.
- Distribution of pertinent project documents/deliverables.

b) Utility Coordination
Utilities will be identified schematically based on available geographical information system (GIS) information and information requested from/provided by the utility owners. Engineer will provide utility coordination services as follows:

- Identify utility owners with facilities in the project limits that may be affected by proposed improvements and develop Utility Contact List. Identify appropriate utility project contact/utility project engineer or lead.
- Prepare and distribute an Alert Letter to each utility to inform them of the proposed project.
- Coordinate and schedule one (1) virtual utility coordination meeting using Microsoft Teams or similar.
- Prepare a summary of the utility meeting for distribution to meeting attendees.

c) Agency Coordination
Engineer will complete coordination with the following agencies/organizations, to ensure their concerns and input are considered and addressed. Coordination efforts will be done via telephone/video conference/email.

- Coordination with City Governing Body
- Bicycle and Pedestrian Advisory Committee (BPAC)
- Santa Fe Metropolitan Planning Organization (SFMPO)

5. Public Involvement
   One (1) public meeting will be held under a virtual platform for Phase IB. Major tasks include project coordination with City Staff, following the Early Neighborhood Notification (ENN) public notification and outreach processes (i.e., mailings and advertisements), preparation of the virtual presentation materials, recording of the virtual meeting, collecting and summarizing comments, and summarizing the planning efforts and comments for inclusion in the Phase IB report. One practice with the full project team, prior to the public meeting presentation, is included.

   Engineer will develop one computer-generated 3-D model of the proposed improvements for the new crossing of Arroyo de Los Chamisos. The 3-D model will be based on an AutoCAD design drawing developed as part of the conceptual design efforts and will be developed using the Autodesk 3D Studio Max software. Using high-definition photos taken with a drone, Engineer will view match five (5) photo-based backgrounds to the 3-D model. The results will be digital images of photo simulations of the proposed improvements for comparing existing (before) and proposed (after) conditions.

PHASE II – PRELIMINARY DESIGN (May be amended at City's discretion)

1. Subsurface Utility Engineering
   The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. Such SUE effort may include all necessary records research, field investigations (designation), pot-holing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. Pot-holing (locating) is only anticipated if substructure construction/excavation is required. After identifying utility locations the Consultant shall map utility locations onto plans and profile sheets and aerial photographs. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants.

2. Drainage Analysis
   The Consultant will be required to evaluate the necessary level of effort for floodplain evaluation and drainage engineering analysis and design needed considering the scope of the project assignment. This may include, but is not limited to evaluation offlows, FEMA/FIRM base flood elevations and floodplain management related issues (i.e. CLOMR/LOMR, etc.), recommendations for erosion/scour protection, and recommendations for the replacement of existing affected drainage structures or addition of new structures in the immediate area.

   The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit four (4) "Draft" Drainage Reports for review and comment

by City staff. Upon addressing comments from City staff, the consultant shall furnish the City four (4) bound final Drainage Reports.

Prior to performing a drainage study, the Consultant shall meet with the City's Project Manager to discuss the analysis of existing and proposed drainage structures. The Drainage Report shall include:

- Floodplain Management Related Issues (i.e. floodway development no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- Time of concentration calculations
- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria.
- Summary of the drainage field inspection results including City personnel (public and other local agencies) interviews and drainage structure field inspection forms
- CME's required to construct the structures
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis
- Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Drainage Report. The Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

Floodplain issues shall be addressed completely to assure the project is in compliance with all applicable federal, state and City of Santa Fe regulations.

A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the appropriate (i.e., HEC-2, HECRAS or WSPRO) computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise

document including: drainage map(s); floodplain maps & profiles, inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation, as applicable.

For urban projects, include in the Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Consultant shall prepare a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to the Environmental Protection Agency on behalf of the City. The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

If the project is located in a designated flood hazard area, the consultant shall determine if and prepare all applications for permits required on the project. The consultant shall prepare any submittals needed for Letters of Map Change that may be required based upon the final design and/ or construction as appropriate.

The Consultant shall use the NMDOT "Drainage Manual - Volume 1, Hydrology", current edition, "Drainage Manual - Volume II Hydraulics, Sedimentation and Erosion", current edition, and "National Pollutant Discharge Elimination System Handbook", current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

3. Geotechnical Investigations

   A. Geotechnical Services - General
   The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment. The Consultant will be required to propose the necessary level of effort for geotechnical/foundation/substructure engineering analysis and design needed considering the scope of the project if substructure design is required. This may include, but is not limited to, geotechnical investigations and laboratory testing sufficient to assemble construction details and provide engineering design of bridge approaches,

substructures and foundations should reconstruction of these components be required.

The City may elect that the Consultant provide geotechnical services as defined below:

a. Geotechnical Investigation and Laboratory Testing
   Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:
   - Project location map
   - Description of the project scope
   - Presentation of the field investigations
   - Descriptions of the earth materials encountered during the field investigation
   - Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
   - Geophysical test results
   - Plan and profile sheets with test holes or pits shown in plan and profile views

b. Geotechnical Design Recommendations
   Final design recommendations shall address some or all of the following:
   - Stabilization/densification of unsuitable embankment or native soils
   - Slope stability/steepened slope design
   - Mitigation of settlements
   - Rock excavation and blasting requirements
   - Maximum cut slope angles in soil and rock
   - Suitability of foundation soils or rock to support an embankment or structure
   - Shrink and swell factors of earthwork
   - Groundwater affecting the project/need for cut-off trenches
   - Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

c. Geotechnical Report
   The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. Three (3) copies of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services - Structures & Foundations

The Consultant may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The City may elect that the Consultant provide geotechnical services as defined below.

a. Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- For bridge elements, one soil boring and/or rock core shall be completed at each abutment and each pier element. At the abutments the borings should be taken to a depth of 80 feet. At the piers, the borings should be taken to a depth of 100 feet. Lesser depths of exploration will be acceptable with the presence of bedrock or very dense soil strata.
- For retaining walls, one soil boring and/or rock core shall be completed every 200 feet with no less than two borings completed per wall. Borings should be taken to a depth of twice the height of the walls.
- For drainage structures, the need for borings will be determined on a site by site basis.

b. Retaining Walls

Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

c. Bridge Foundation Analysis

Perform geotechnical analysis of foundations to determine type, size and depths of foundations recommended. Load capacity analysis for vertical loads including immediate and long-term settlement analysis will be required. Lateral load analysis will be required to develop equivalent points of fixity, substructure stiffness and design forces of substructure elements. Suitable design methods are covered in the Manual or as recommended by the State

Geotechnical Engineer. Provide a written report, showing completed soil boring lab test results, engineering analysis, foundation recommendations and required foundation depths.

d. Approach Embankment Analysis
Approach embankments shall be analyzed for long term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

e. Foundation Report
The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

4. Preliminary Design Plans
The Consultant may be required to provide or conduct the following:

a. Preliminary Design Plans
Provide preliminary design plans (30% completion plans) for the project which may include: traffic signal & lighting and intersection design details, geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures and a preliminary construction cost estimate by construction type. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.

Project plans shall be prepared to the NMDOT's Standards for general content and format.

i) 30% Completion Design Review
Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% completion review report. The Consultant may be required to submit and distribute up to twenty (20) bound sets of plans (50% reduced or 11"x17") for the review.

5. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right- of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Division Director, City Council, City Committees, MPO, RPA, BPAC, etc.)

6. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of

transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

7. Environmental Investigations and Documentation
The Consultant shall determine the environmental level of effort required for a project assignment and prepare environmental clearance documents (i.e. checklist, CE, EA, EIS, etc.), if necessary (see "NOTE" below). Possible funding sources may also institute additional requirements. Prepare required environmental, cultural and/or biological reports as appropriate for a project assignment including permit application submittals (i.e. NPDES, 401, 404, etc.) Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports shall be prepared in accordance with applicable guidelines and regulations.

The following outlines tasks that may be required for project assignments:

- Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- Conduct a biological survey and prepare a biological memorandum.
- Conduct a cultural resources survey and prepare a cultural resources report.
- The project location is within the City's Historic Downtown Archaeological Review District, compliance with the City's Archaeological Ordinance and coordination with City Archaeological Review staff and committee regarding cultural resource findings may be necessary due to the referenced ordinance excavation threshold of 2500 square feet. Please contact John Murphy, City Archaeological Review Committee Liaison, at (505) 955-6660 for more information.
- Coordinate with the State Historic Preservation Officer, City Historic Preservation personnel and Native American Tribes, as necessary.
- Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.

- Complete a US Army Corps of Engineers Nationwide Permit Application form.
- Submit the biological and cultural resources technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- Public involvement, including meetings and preparation of comment forms.
- Noise and air technical analyses.
- Impacts to prime or unique farmlands or farmland of statewide or local importance.
- Biological or hazardous materials issues.

All reports submitted to the City are subject to City approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Consultant shall determine recommend and obtain the City's concurrence on the preferred alternative to be used for final design.

NOTE: National Environmental Protection Act (NEPA) requirements will be determined by the Consultant in coordination with the City.

PHASE III - FINAL DESIGN (May be amended at City's discretion)

1. Right-of-Way Design
   The City may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, the Consultant will provide right-of-way surveying, mapping, title reports, and monumentation.

2. Right-of-Way Surveying
   The development of the right-of-way surveying work shall be closely coordinated with the City staff.

   All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

   Prior to commencing right-of-way surveying the Consultant shall meet with the City to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required. The Consultant shall then submit the work-hour and fee proposal for the

right-of-way surveying, right-of-way mapping and monumentation requirements to the City.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the Consultant shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the project but they may need to be appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

The Consultant, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of-way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-of- way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

4. Right-of-Way Mapping

The Consultant shall meet with the City to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The Consultant will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, the Consultant shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the City for first review. Ownership shall be shown on the right-of-way maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are located in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. The City will not provide an extensive detail check of any of the final maps and plans.

Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full

responsibility of the Consultant. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Consultant as outlined above.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to the Consultant. If alignments or other major changes occur to the right-of-way maps presented for the first review, the City shall be notified and may result in additional time necessary for reviews by the City.

5. Title Reports
   All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook Volume 11, utilizing the forms and/or formats set out therein.

6. Takes and Construction Maintenance Easements (CME's)
   The Consultant shall provide the following:
   - A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition.
   - A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
   - Copies of all pertinent documents described in Chain of Title (Index).
   - A five year tax search (or computer print out) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
   - Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
   - Work map and index identifying each parcel abstracted.
   - Information on any mortgages, liens, or judgments that have been released of record do not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

7. Temporary Construction Permits (TCP's)
   The Consultant shall provide the following:
   - Current ownership.
   - Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

   A. General
      The Consultant shall:

- Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the City unless otherwise directed in writing by the City.
- Deliver title reports to the City "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the City incorporating all required corrections and clarifications, and (2) written acceptance by the City of the Consultant's work.
- The City's acceptance or rejection of the Consultant's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.
- The dates for the submission of title reports shall be determined at the initial meeting between the City and Consultant.
- All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound securely (abstract form). All title reports submitted must be prepared by a licensed and bonded Title Company.
- Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.
- Be fully responsible for the accuracy of all work.

The City shall:

- Shall return to the Consultant, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
- May hold a review of the title work for the purpose of further discussion of the type of title work required.
- Shall make available to the Consultant, City records as may be available and pertinent for the purpose of the work herein described.
- May schedule and hold a review with the Consultant and representatives of the City involved in the project as necessary.

8. Monumentation

Upon assignment of a final map date by the City, the Consultant shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final monumentation maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

9. Final Design

The Consultant may be required to provide or conduct the following:

a. 60%, 95%, & PSE Completion Design Plans

Provide 60%, 95%, & PSE design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, drainage requirements, TESCM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

b. 60%, 95%, & PSE Completion Design Review
Schedule and conduct the 60%, 95%, & PSE completion design review with appropriate City staff. The Consultant shall prepare the 60%, 95%, & PSE completion review reports (or meeting minutes). The Consultant shall submit and distribute twenty (20) bound sets of plans (50% reduced or 11"x17") for each design review or as many as determined by the City.

The Consultant shall provide final (100%) design plans, which may include, but are not limited to, the following:

1. General Sheets
   - Title Sheet
   - Vicinity Map
   - Project Layout Sheet
   - Index of Sheets
   - Summary of Quantities
   - General Notes and Incidental Items
   - Environmental Concerns and Mitigation Measures
2. Miscellaneous Sheets
   - Typical Sections
   - Miscellaneous Details
   - Surfacing Schedule
   - Structure Quantities
   - Miscellaneous Quantities
   - Curb and Gutter Layouts
   - Metal Barrier Layouts
   - Erosion and Sediment Control
   - Seeding and Landscaping
   - Grading Plans
   - Visual/Aesthetic Details

3. Plan and Profiles Sheets
   - Mainline
   - Cross Roads
4. Turnout Profiles
5. Bridge/Retaining Wall/Noise Wall Plans
6. Traffic Control Plans
   - Notes
   - Sequence of Construction
   - Sign Face Details
   - Traffic Control Plans
7. Signal Plans
   - Signal Warrant Analysis for at-grade intersections
   - Signal Design Plans
   - Interconnect Plans
8. Lighting Plans
   - Lighting Analysis
   - Lighting Plan
9. Permanent Signing and Striping Plans
   - Plans
   - Overhead Signs
   - Sign Face Details
10. Drainage Plans
    - Plan and Profile
    - Structure Sections
11. Earthwork Cross-Sections

10. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The

Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right- of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Division Director, City Council, City Committees, MPO, RPA, etc.)

11. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

12. Construction Bid Documents

The Consultant shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

i. Two (2) full-size copies of final design plans (36"x 24"); signed by the City's Public Works Director, Division Director, ADA Coordinator, and Historic Preservation Division Director;
ii. Twenty (20) half-size copies of final design plans (12"x18" or 11"x17");
iii. One (1) paper and electronic copy of the final cost estimate.
iv. Twenty (20) bound final sets of complete bidding documents, including wage rates and signed advertisements.
v. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on mylar prints (36" x 24"), one (1) 36" x 24" paper copy and on CD in AutoCAD format (version 2010 or more current).

PHASE IV- CONSTRUCTION SERVICES (May be amended at City's discretion)

1. Construction Engineering and Management
The City may require Construction Engineering and Management Services during construction. If required, a portion or all of the services listed below will be negotiated.

The construction phase will commence with the award of the construction contract and continues until the two year warranty inspection and report is submitted by the Consultant and approved by the City. The Consultant shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions, and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

The Consultant shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
2. Daily construction observation, oversight, inspection and daily diary entry;
3. Construction management basic services including:
    - Construction Engineering Technical Support;
    - Review of Construction Contractor material submittals or shop drawings;
    - General project review and response to Construction Contractor's requests for information and clarification;
    - Change order review and preparation;
    - Claims review, documentation, and correspondence;

- Provide As-Constructed Quantities;
- Receive, review and approve progress payments (to be forwarded to the City);
- Preparation and authorization of field inspections and punch lists; and
- Two-year warranty inspection and report

Phase IB Schedule for Arroyo de Los Chamisos Crossing, RFP #'18/45/P

PHASE IB DETAILED EVALUATION SCHEDULE OF MAJOR ACTIVITIES	2021											
	FY 21						*FY 22*					
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
B.1 Phase IB Detailed Evaluation of Alternatives												
Geotechnical Scoping Study Memorandum												
Streetlight Big Data Analysis and Documentation												
Traffic Counts and Study for Richards Alignment Only												
Planning-Level Drainage Analysis												
Conceptual Design and Evaluation												
Prepare Estimate of Probable Costs												
Prepare Phase IB Report (Draft and Final)												
Quality Control of Major Deliverables												
B.2 Environmental Investigations and Documentation												
Assessment of Environmental Impacts												
B.3 Property Ownership, Location Survey & Mapping												
Location/Topographical Survey												
Existing Right-of-Way Definition; Proposed ROW Impacts												
B.4 Coordination												
Project Management and Coordination												
Utility Coordination												
Agency Coordination												
B.5 Public Involvement												
Public Involvement												

Schedule shown is dynamic and will be modified based on work progress and project team discussions.
Tasks to be completed in FY 21 using the remaining budget are listed below with estimated costs. Work will focus on establishing base conditions for the design and traffic evaluations. Amendment 1 is anticipated to be executed by July 1, 2021.

Geotechnical Scoping Study Memorandum	$	3,900.00	
Streetlight Big Data Analysis and Documentation	$	18,000.00	
Traffic Study for Richards Alignment Only	$	12,000.00	
Drainage coordination	$	2,500.00	*early coordination*
Location/Topographical Survey and Existing ROW	$	26,500.00	
Utility Coordination	$	2,000.00	
Obtain Drone Hi-Res photos	$	600.00	
Project Management and Coordination	$	2,500.00	
	$	**68,000.00**	*excluding gross receipts tax*

EXHIBIT B-1

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

ENGINEEERING COST SUMMARY
PART 1 - GENERAL

1. NAME OF PROJECT: Arroyo de Los Chamisos Crossing	**2. CIP#: RFP#'18/45/P**
3. NAME OF CONTRACTOR: WSP USA Solutions Inc. (formerly Louis Berger U.S., Inc.)	**4. DATE OF PROPOSAL: June 7, 2018**
5. ADDRESS OF CONTRACTOR: **2019 Galisteo Street, Suite M-1** **Santa Fe, NM 87505**	**6. TYPE OF SERVICE TO BE FURNISHED:** **Professional Services** **A. WORK ELEMENT (by project phase):** **Phase IB - Location Study Detailed Evaluation**

PART 2 - COST SUMMARY
BASIC SERVICES

7. DIRECT LABOR (specify categories)	**ESTIMATED HOURS**	**HOURLY RATE**	**ESTIMATED HOURLY COST**	**TOTALS**
PROJECT MANAGER	234	$82.60	$19,328.40	
SR SUPV ENGINEER	30	$85.22	$2,556.60	
SUPV ENGINEER	44	$72.66	$3,197.04	
LEAD ENGINEER	20	$61.59	$1,231.80	
SR TECHNICAL SPECIALIST	72	$57.00	$4,104.00	
LEAD DESIGN VISUALIZATION SPECIALIST	66	$50.70	$3,346.20	
SR ENGINEER	140	$49.74	$6,963.61	
ENGINEER III	12	$40.25	$483.00	
ENGINEER II	66	$36.74	$2,424.84	
ENGINEER I	176	$31.86	$5,607.36	
SR CONTRACTS MANAGER	12	$56.24	$674.88	
SR PROJECT ACCOUNTANT	8	$46.23	$369.84	
DIRECT LABOR TOTAL:	**880**		**$50,287.57**	**$50,287.57**
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
Direct Labor 138.27%	1.3827	$50,287.57	$69,532.62	
OVERHEAD TOTAL:			**$69,532.62**	**$69,532.62**
9. FEE OR PROFIT (show rate and base)	15%	$119,820.19	$17,973.03	**$17,973.03**

SUPPLEMENTAL SERVICES

10. SUBCONTRACTS (Identity & purpose)	**ESTIMATED COST**	
Bohannan Huston Inc - surveying, traffic, planning/public involvement	$82,209.29	
Pathfinder Environmental, LLC - public involvement support	$2,180.00	
YeDoma Consultants, LLC - geotechnical	$3,234.00	
SUBCONTRACTOR TOTAL:	$87,623.29	**$87,623.29**

11. SPECIAL EQUIPMENT	**RATE**	**ESTIMATED HOURS**	**ESTIMATED COST**	
EQUIPMENT TOTAL:				

12. TRAVEL				**ESTIMATED COST**	
A. Transportation: mileage	357	$	0.560 per mile	200	
B. Per diem					
			TRAVEL TOTAL	$200.00	**$200.00**

13. OTHER REIMBURSEABLE COST	**RATE**	**ESTIMATED HOURS**	**ESTIMATED COST**	
Billed at cost				
Drone High Resolution Photos			$600.00	
Reproduction/Printing			$800.00	
Streetlight Big Data			$14,400.00	
OTHER REIMBURSABLE TOTAL:			$15,800.00	**$15,800.00**

SUBTOTAL ITEMS 7 - 13:	**$241,416.50**
14. GROSS RECEIPTS 8.4375%	$20,369.52
15.a TOTAL PRICE (WITHOUT ADJUSTING FOR REMAINING PHASE IB BUDGET)	$261,786.02
15.b REMAINING PHASE IB BUDGET INCLUDING GROSS RECEIPTS TAX	($99,048.41)
15.c ADJUSTED TOTAL PRICE FOR AMENDMENT 1	**$162,737.61**

16. SIGNATURE OF PREPARER	OWNER'S REVIEW BY	ENGINEERING PROJECT MANAGEMENT DIVISION

OFFICE OF THE NEW MEXICO SECRETARY OF STATE

January 7, 2020

SOUTHWEST-CT
206 S. CORONADO AVE.
ESPANOLA, NM 87532

RE: WSP USA SOLUTIONS INC.
Business ID #: 5215455

The Office of the Secretary of State has approved and filed the Application for Amended Certificate of Authority for the above captioned corporation effective January 6, 2020. The enclosed Amended Certificate of Authority is evidence of filing, and should become a permanent document of the corporation's records.

Please be advised that although the Certificate of Amendment has been approved, you must also comply with all other federal or state laws applicable to your corporation. This includes, but is not limited to state licensing requirements. It is the corporation's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

If you have any questions, please contact the Business Services Division at (505) 827-3600 or toll free at 1-800-477-3622 for assistance.

Business Services Division

OFFICE OF THE NEW MEXICO

SECRETARY OF STATE

Amended Certificate of Authority

OF

WSP USA SOLUTIONS INC.

5215455

New York

The Office of the Secretary of State certifies that the Application for Amended Certificate of Authority, duly signed and verified pursuant to the provisions of the

Business Corporation Act **53-17-1 to 53-17-20 NMSA 1978**

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Amended Certificate of Authority and attaches hereto a duplicate of the Application for Amended Certificate of Authority.

Dated: **January 6, 2020**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.

Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Secretary of State

325 Don Gaspar, Suite 300 · Santa Fe, NM 87501
(800) 477-3632 · www.sos.state.nm.us

Office of the New Mexico Secretary of State
Filing Number: 0002012497
Filed On: 1/6/2020
Total Number of Pages: 1 of 7

SUBMIT ORIGINAL AND A COPY
TYPE OR PRINT LEGIBLY

Foreign Profit Amendment
APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

The undersigned corporation, in order to apply for an Amended Certificate of Authority under the New Mexico Business Corporation Act, submits the following statement:

1. The name of the corporation is (include NM CORP#): LOUIS BERGER U.S., INC. (NM CORP #5215455)

2. A Certificate of Authority was issued to this corporation on: 05/20/2016

3. The corporate name has been changed to: WSP USA SOLUTIONS INC.

(Attach an original authenticated certificate of filing verifying the change of corporate name)

4. If the corporate name as changed does not contain the word "corporation", "company", "incorporated", or "limited", or an abbreviation of one of these words (as required under the New Mexico Business Corporation Act), state the corporate name as changed and include the word or abbreviation it elects to add for use in New Mexico: _____

5. The corporation desires to pursue in the transaction of business in New Mexico other or additional purposes than those set forth in its application for Certificate of Authority, as follows:

Dated: 1/2/2020

LOUIS BERGER U.S., INC.
Name of Corporation

By _____
Signature of Authorized Officer
HILLARY JASSEY, ASSISTANT SECRETARY

Form FPR-AM
(revised 6/13)

RECEIVED
SOS
Corporation Bureau JAN 03 2020

Office of the New Mexico Secretary of State
Filing Number: 0002012697
Filed On: 1/6/2020
Total Number of Pages: 2 of 7

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of WSP USA SOLUTIONS INC. was filed on 07/03/1919, under the name of SPENCER, WHITE & PRENTIS, INC., fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment SPENCER, WHITE & PRENTIS, INC., changing its name to EDMUND A. PRENTIS, LAZARUS WHITE, CHARLES B. SPENCER INC., was filed 06/18/1952.

A Certificate of Amendment EDMUND A. PRENTIS, LAZARUS WHITE, CHARLES B. SPENCER INC., changing its name to EDLACH INC., was filed 06/28/1973.

A Certificate of Amendment EDLACH INC., changing its name to HAZEN AND SAWYER ENVIRONMENTAL CONSULTANTS, INC., was filed 11/06/1991.

A Certificate of Amendment HAZEN AND SAWYER ENVIRONMENTAL CONSULTANTS, INC., changing its name to ENVIRONMENTAL CONSULTANT SERVICES, INC., was filed 10/10/2014.

A Certificate of Amendment ENVIRONMENTAL CONSULTANT SERVICES, INC., changing its name to LOUIS BERGER U.S., INC., was filed 04/06/2016.

A Certificate of Amendment LOUIS BERGER U.S., INC., changing its name to WSP USA SOLUTIONS INC., was filed 01/02/2020.

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 02nd day of January two thousand and twenty.

Brendan C. Hughes
Executive Deputy Secretary of State

202001030019 • 07

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Corporation Bureau JAN 06 2020

Office of the New Mexico Secretary of State
Filing Number: 0002012697
Filed On: 1/6/2020
Total Number of Pages: 3 of 7

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 3, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/13

RECEIVED
SOS
Corporation Bureau JAN 06 2020

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: WSP USA INC.
DBA: WSP USA INC.

Business Location: 2440 LOUISIANA BLVD STE. 400
ALBUQUERQUE, NM 87110

CRS Number: 01195458002

Owner: Meghan Soto

License Number: 230689

License Type: Business License - Renewable

Issued Date: July 01, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: July 01, 2022

Fees Paid: $10.00

WSP USA INC.
ONE PENN PLAZA, 4TH FLOOR
NEW YORK, NY 10119

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	**CONTACT NAME:** AJG Service Team **PHONE (A/C, No, Ext):** 212-994-7100 **FAX (A/C, No):** 212-994-7047 **E-MAIL ADDRESS:** GGB.WSPUS.CERTREQUESTS@AJG.COM
INSURED WSPGLOB-01 WSP USA Solutions Inc. One Penn Plaza New York, NY 10119	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Insurance Corporation — 42404 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1393292247 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO983581907	4/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 5,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS7-621-094060-030	4/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC014438604	4/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-62D-094060-010	4/1/2020	5/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Arroyo de Los Chamisos Crossing - RFP #18/45/P - CIP # 875B.
City of Santa Fe is an Additional Insured as respects General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to Additional insured, as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2021

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	**CONTACT NAME:** AJG Service Team **PHONE (A/C, No, Ext):** 212-981-2485 **FAX (A/C, No):** 212-994-7074 **E-MAIL ADDRESS:** GGB.WSPUS.CertRequests@ajg.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : QBE Specialty Insurance Company — 11515
INSURED WSPGLOB-01 WSP USA Solutions Inc. One Penn Plaza New York, NY 10119	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2085139010 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2020	10/31/2021	Per Claim/Aggregate	$5,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Arroyo de Los Chamisos Crossing - RFP #18/45/P - CIP # 875B.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Santa Fe New Mexico
Memorandum

Date: May 4, 2021

To: Capital Improvement Advisory Committee (CIAC)

Via: Carlos Gemora, Senior Planner, Land Use Department
Regina Wheeler, Public Works Department Director RW
Javier Rosado, PE, Engineering Division Director JR

From: Romella Glorioso-Moss, AICP, Public Works Project Administrator RGM

RE: CIP #876B - Arroyo De Los Chamisos Crossing

ITEM AND ISSUE:
Request for Approval to Allocate Additional Roads Impact Fees Funds up to $250,000 to Complete Phase 1B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT process.

BACKGROUND AND SUMMARY:
Based on Resolution 2018-60 (Exhibit A) the CIAC has approved the use $250,000 from Road Impact Fees Fund to retain the professional services of Louis Berger/WSP Consultants to conduct Phase 1 A & B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT's process. In this context, the location study refers to the evaluation of three alternative alignments to provide the City with a preferred alignment to cross the Arroyo. A proper crossing of the Arroyo De Los Chamisos has always been a deterrent for connecting the north and south ends of Richards Avenue which is the "principal gateway" to the Santa Fe Community College District.

The NMDOT Location Study Procedures (2015) is typically divided into 4 phases as follows:

- Phase A – Initial Evaluation of Alternatives
- Phase B – Detailed Evaluation of Alternatives
- Phase C – Environmental Documentation
- Phase D – Preliminary Design

WSP Consultants has completed Phase 1A – Initial Evaluation of Alternatives, and at the Early Neighborhood Notification (ENN) meeting on March 10, 2020, presented to the public three alternatives for developing the Crossing. The majority of the 153 community members who attended the ENN meeting supported Alternative B to move forward to Phase 1B – Detailed Evaluation of Alternatives. Alternative B as shown on Figure 1 below proposes extension of Richards Avenue north across the Arroyo de Los Chamisos connecting to the existing Richards Avenue/Siringo Road intersection for access to the Richards Avenue/Cerrillos Road signalized

Fig. 1

intersection. The emergency access road across the Arroyo De Los Chamisos for Santa Fe Fire Station 7 would be replaced by the new all-weather crossing.

At the ENN meeting, the Public requested the following to be considered during Phase 1B study:

- More in-depth analysis of traffic data and travel patterns, with the collection of more comprehensive traffic counts within and beyond the study area.
- Consideration of how to integrate bicycle and pedestrian facilities into the roadway design.
- Further coordination with impacted neighborhoods to preserve landscape character.
- Special consideration for the natural resources that may be impacted.

Staff and Consultants agreed to the above requests as necessary resulting to amending the Scope of Work (SOW), attached as Exhibit B. These additional studies added $162,738 including 8.437% NMGRT (Exhibit C). However, due to so much uncertainty due to the COVID 19 pandemic especially on adjustments needed to be done on public engagement, Staff is requesting up to $250,000 additional funding allocation to complete Phase 1B – Detailed Analysis of Alternative B.

As shown in Exhibit D, Phase 1B is scheduled to be completed in December 2021. The Preliminary and Final Design is anticipated to begin in Jan/Feb 2022. Staff has applied funding for design plan through construction for $5M from two funding sources: NM Surface Transportation Block Grant (applied in December 2020); and to US Congress Transportation Infrastructure Committee through the Office of Congresswoman Theresa Leger-Fernandez NM-03 (applied in April 2021). Staff expects application results from these two funding sources in May/June 2021.

ACTION REQUESTED:
To approve the use of up to $250,000 of Road Impact Fees Fund to complete Phase 1B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT process.

ATTACHMENTS:
Exhibit A – Resolution 2018-60
Exhibit B – Amended Scope of Work
Exhibit C – Amended Project Cost Estimate
Exhibit D – Proposed Schedule

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2018-60

INTRODUCED BY:

Councilor Mike Harris

Councilor JoAnne Vigil Coppler

A RESOLUTION

AMENDING TABLE 80 OF THE CITY OF SANTA FE IMPACT FEE CAPITAL IMPROVEMENTS PLAN 2020 REGARDING PLANNED MAJOR ROAD IMPROVEMENTS AND ADDING "ARROYO DE LOS CHAMISOS CROSSING" AS AN ELIGIBLE PROJECT TO THE PLANNED MAJOR ROAD IMPROVEMENTS 2014-2020 LIST OF THE IFCIP 2020.

WHEREAS, on August 27, 2014, the Governing Body approved Resolution No. 2014-71 adopting the *Impact Fee Capital Improvements Plan 2020* (the "*IFCIP 2020*") for the city of Santa Fe; and

WHEREAS, Appendix G: "Capital Facility Plans" of the *IFCIP 2020* included Table 80, "*Planned Major Road Improvements, 2014-2020*", that specified roads to be improved and eligible to receive roadway impact fee funds; and

WHEREAS, the City of Santa Fe is experiencing significant growth along Richards Avenue south of Rodeo Road; and

WHEREAS, the City has received 169 petition signatures in support of an extension crossing

Arroyo Chamiso linking the north and south sections of Richards Avenue; and

WHEREAS, the City has identified the need for additional capital improvements, specifically an extension of Richards Avenue from its current southern terminus at Rodeo Road, north across the Arroyo Chamiso to Cerrillos Road; and

WHEREAS, the City deems the extension of Richards Avenue via the connection at Arroyo Chamiso of the north and south sections an important capital improvement vital to alleviating traffic flow through adjacent neighborhood roads including Zafarano, Avenida de Las Campanas, Camino Carlos Rey, Zia, and Governor Miles.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Appendix G, Table 80, "*Planned Major Road Improvements 2014-2020*" of the *IFCIP 2020* is amended to include the following under "Project Name", "Location" and "Cost Estimate":

Project Name	**Location**	**Cost Estimate**
Arroyo de Los Chamisos Crossing	Richards Ave. and Rodeo Road north to Cerrillos Rd.	$3,811,000.00

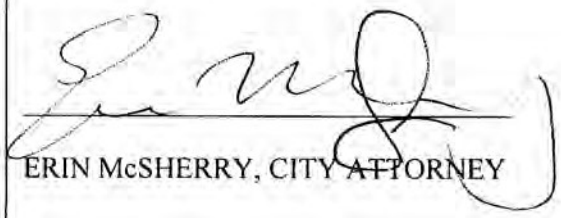
PASSED, APPROVED, and ADOPTED this 26th day of September, 2018.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN McSHERRY, CITY ATTORNEY

ARROYO DE LOS CHAMISOS RFP #'18/45/P
AMENDED PROPOSED SCOPE OF WORK
FOR PHASE 1 B – LOCATION STUDY
DETAILED EVALUATION OF ALTERNATIVES

The proposed fee is based on a collection of issues that occurred which have resulted in the need for a revised scope and fee to complete Phase IB appropriately. In direct response to the input provided at the first public meeting in March of 2020, the study team expanded the study area to include additional street segments and intersections, including traffic calming/complete streets measures, as well as a focus on potential impacts to the adjacent drainage conditions and natural environment near the project corridor. Placing a new multi-barrel drainage structure in the arroyo may require slope stabilization and other considerations that should be considered for engineering feasibility. In addition, COVID-19 effects on travel patterns and traffic counts has also caused some challenges; therefore, strategies to collect adequate traffic count data for the study have also been revised. Finally, the need to create a public outreach plan and public meetings under virtual conditions requires modified effort.

Key assumptions for the Phase IB efforts include:

- The results of the detailed traffic analysis will be needed to identify if improvements to the Cerrillos Road/Richards Avenue and Rodeo Road/Richards Avenue intersections will be proposed. As such, design survey at these intersections will not be performed in Phase IB. If needed, design survey for the specific needs will be part of Phase ID Preliminary Design.
- Existing right-of-way will be established based on available records such as subdivision plats and existing right-of-way maps, as available. Title reports will not be obtained for the Phase IB efforts.
- Landscaping and aesthetic design is not included in Phase IB.
- Environmental conditions and potential impacts will be considered for the preferred alternative. However, the detailed environmental investigations and field surveys, as needed under the National Environmental Policy Act (NEPA), as well as associated documentation, will be performed in Phase IC.
- A preliminary and final drainage report including hydrologic analyses, geotechnical exploration and testing, and subsurface utility engineering (SUE) quality levels B and A will be performed in Phase ID as part of preliminary design.

The following work plan supplements the scope of services in Exhibit A of the contract is organized by the five categories used to establish the level of effort for the cost proposal. The following deliverables will be prepared for Phase IB of this project:

- Topographic survey
- Existing right-of-way limits
- Proposed right-of-way impacts
- Initial utility coordination, alert letter and contacts list
- Geotechnical scoping study memorandum
- Streetlight big data findings
- AM and PM peak-hour traffic volumes, existing and design-year
- Peak-hour traffic operations analyses, existing and design-year
- Conceptual design plans for the proposed improvements
- Engineer's estimate of probable costs

- Virtual public meeting and summary of comments
- Photo simulations of proposed improvements, five view matches
- Phase IB report, draft and final

Phase IB Scope of Work

B.1 Detailed Evaluation of Alternatives

Geotechnical Scoping Study Memorandum

Engineer will conduct an office scoping study of the Richards Avenue corridor to document existing mapping of Natural Resources Conservation Service (NRCS)/ United States Department of Agriculture (USDA) Soil Mapping, evaluate variability of site soils, and review structural geology conditions. Terrain analyses will consider past land use and geomorphology changes of the site. Engineer will conduct a site visit using global positioning system (GPS) to walk the alignment and evaluate the surficial ground conditions at a scale of 1:200 feet and document potential geologic hazards that will be considered in the detailed geotechnical report. An exploration plan for Phase ID/Phase II will be prepared and submitted with the geotechnical scoping study memorandum.

Streetlight Big Data Analysis and Documentation

This purpose of this task is to obtain "big data" from the vendor Streetlight Data, Big Data for Mobility, to augment traffic data obtained during the COVID-19 pandemic that is not representative of pre-pandemic conditions. Engineer will secure a vendor agreement to procure the big data needed for the project. See the Exhibit 1 for the approximate proposed zone locations; fifty (50) zones.

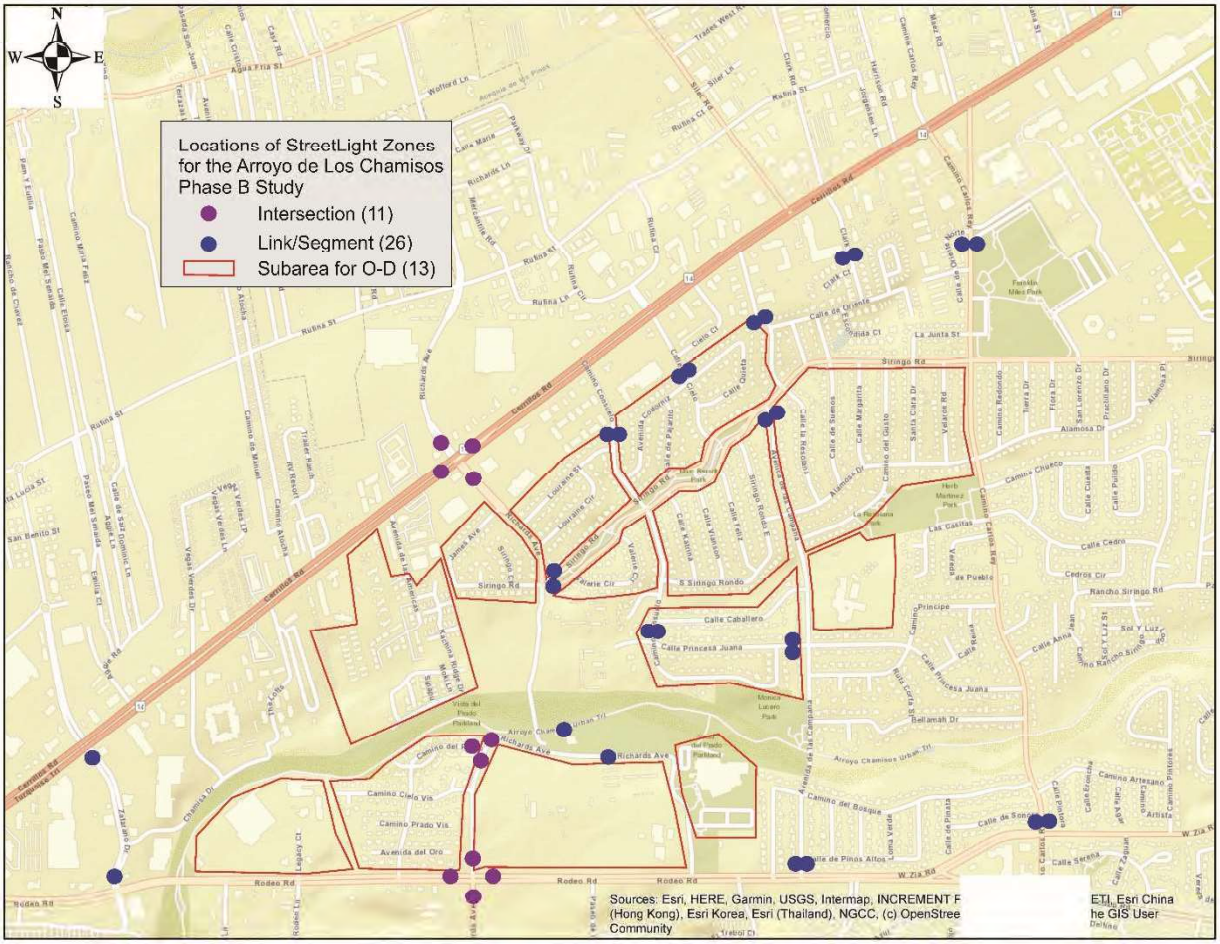
Engineer will use the Streetlight database to set-up and extract the big data needed for this project. Data extracted will reflect multiple days/months of data to provide average statistics for years 2018 and/or 2019. This effort will include:

- Setting up 50 advanced analytics zones.
- Correlating the Streetlight data to traffic count data obtained for this project in Task 7.
- Extracting turn movement percentages for four (4) intersections, and verifying existing turn movement volumes at the intersections.
- Estimating peak-hour and daily volumes using the local street system.
- Reviewing Top Routes and/or origins-destinations for key movements along the corridor and from places within the project vicinity.
- Summarizing data.

Traffic Study for Richards Alignment Only

The detailed traffic operations analysis will focus on the AM and PM peak-hour existing (2019) and proposed (2040) conditions. To estimate traffic volumes for existing conditions, new 9-hour turning movement counts will be collected at four intersections including Richards Ave/Rodeo Rd, Richards Ave/Camino del Prado, Richards Ave/Siringo Rd, and Richards Ave/Cerrillos Rd. The AM and PM peak-hour traffic counts will be adjusted to pre-COVID levels through the use of the NMDOT Method 3 as defined in the NMDOT Guidelines of October 5, 2020: *Alternative Means to Develop Base Turning Movements Volumes for Traffic Impact Studies During COVID-19 Times*. Streetlight big data will be used to adjust the turning movements consistent with the NMDOT Guidelines.

Exhibit 1, Preliminary Layout for Streetlight Big Data Zones



The Santa Fe regional travel demand (VISUM) model will be used to develop estimates of the 2040 design-year AM and PM peak-hour traffic volumes at the four intersections identified above for both the no-build and build scenarios. The 2040 no-build scenario traffic volumes will be estimated by applying the growth from the VISUM model onto the adjusted existing condition traffic volumes. The 2040 build scenario traffic volumes will be developed by applying the difference between the no-build and build scenarios in the VISUM model.

Traffic operations analyses will be performed for the AM and PM peak-hours using the Highway Capacity Software (HCS), for existing and design-year conditions. The results of the traffic analysis will be documented in the Phase IB report; a separate traffic report will not be prepared.

Planning-level Drainage Analysis

Engineer will perform a planning-level drainage analysis to identify storm drain system needs for the proposed street extensions, capacity requirements for concrete box culverts (or round/arch pipe alternatives), and anticipated erosion and scour protection within the arroyo. Engineer will coordinate with the City Public Works Department's River and Watershed Section and the Federal Emergency Management Agency (FEMA) to discuss drainage requirements at a planning level.

Hydraulic analysis will be performed using HY-8 to size concrete box culverts (CBCs) based on flows documented in the Phase IA report. Hydrologic analysis will not be performed for the arroyo as part of

Phase IB. A review of the historic aerial photos from Google Earth reveals that the alignment of Arroyo Chamisos upstream and downstream of the proposed crossing is fairly unstable; the aerial photos show that the main channel of Arroyo Chamisos is still dynamic and it has widened and shifted to the north at the proposed CBC crossing after the construction of the low water crossing (access road to the fire station) between 2005 and 2009. Engineer, in coordination with the City of Santa Fe and FEMA, will engineer the layout of the proposed CBC and its wingwalls and will prepare conceptual drawings that includes stabilization of the banks of the arroyo upstream and downstream of the crossing. Engineer will also evaluate the effect of the existing low water crossing on the Arroyo Chamisos and recommends whether the structure should be removed or remain in place after the project is complete.

The existing storm drain system in Richards Avenue between Rodeo Road and Cerrillos Road will be identified based on as-built plans and/or coordination with the City of Santa Fe. Any new storm drain system, If required, will be designed based on Manning's equation only and will not include backwater analysis. Stormwater runoff along the proposed street extension will be estimated using Manning's equation (simplified calculations) to identify curb inlet spacing based on managing spread along the roadway. Requirements to connect the existing and proposed storm drain systems will be identified. Outlet protection analysis will be performed for the CBCs to determine dimensions of riprap aprons.

A separate drainage analysis report will not be prepared; the drainage analysis results will be incorporated into the Phase IB report.

Conceptual Design and Evaluation

Conceptual design plans for the proposed improvements will include existing and proposed typical sections, typical pavement sections, plan and profile layouts of the entire corridor, and conceptual layouts for the concrete box culverts. Basic horizontal and vertical geometry will be annotated on the layouts; geometric details will be provided for vertical curves. The plan sheets will be created to expedite preliminary design plan development. Existing and proposed right-of-way will be shown. Proposed right-of-way will include additional permanent takes, construction maintenance easements, and temporary construction permits. If any encroachments are identified, a listing will be made describing the type and location of the encroachment and the property owner.

The results of the detailed traffic analysis will be needed to identify if improvements to the Cerrillos Road/Richards Avenue and Rodeo Road/Richards Avenue intersections will be proposed. Concept layouts in plan view only will be prepared for these intersections if required.

The conceptual design efforts will include:

- Refined typical sections
- Roadway alignment modeling (concept design level to set vertical profile and slope limits)
- Roadway geometry in plan view
- Layouts of traffic calming and complete streets features
- Intersection geometry for special intersection treatments in plan view (i.e., traffic circles)
- Initial layouts for concrete box culverts (or round/arch pipe alternatives) including sizes, aprons and scour protection, and cover depths
- Layouts of proposed drainage system features in plan view (no structure sections)
- Sidewalk/multi-use trails and connections, including anticipated requirements to satisfy ADA/PROWAG
- Identification of ROW impacts and acquisition needs

Prepare Estimate of Probable Costs

Engineer will prepare estimates of probable costs for the proposed improvements at a conceptual level based on today's dollars and using current unit costs for construction items. The cost estimate will not include temporary or permanent right-of-way costs.

Prepare Phase IB Report

The Engineer will prepare draft and final versions of a Phase IB Report documenting the detailed engineering evaluation of alternatives. An Executive Summary will be prepared. Up to ten (10) hard copies and associated digital files for the draft and final versions will be submitted.

After the draft version of the report, Engineer will prepare resolutions to and address comments from the City before submitting the final version of the report. A draft review and a final draft review is included prior to submittal of the Final Phase IB Report.

Quality control

Engineer will implement quality control procedures for the conduct and completion of project tasks. Deliverables will be reviewed prior to submittal to the City.

B.2 Environmental Investigations and Documentation

An assessment of potential environmental impacts associated with the proposed improvements will be performed. The findings will be documented in the Phase IB report.

B.3 Property Ownership, Location Survey and Mapping

Location/Topographical Survey

The limits of the topographical survey will be as shown in Exhibit 2. The survey will include the Richards Avenue corridor from Camino Cielo Vista north across the Arroyo de Los Chamisos to just north of James Avenue. As shown in Exhibit 2, this will include the area east of Richards Avenue to the Fire Station including the northwest corner lands of the Rodeo grounds.

Three control points will be established adjacent to the project area. A survey control plan sheet to NMDOT standards will be prepared for future inclusion in the construction plan set.

Survey data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits will be mapped during the survey including, but not limited to, grade breaks, drainage structures, fences, walls, sidewalks and curb ramps (face to face each side of Richards Avenue limits), curb/gutter, edge of pavement/ concrete, visible utility features, and multi-use trails within the limits. Limits of side streets to include up to curb returns or projected ROW lines crossing side streets, except for Camino del Prado

Exhibit 2, Topographical Survey Limits

which will extend 50 feet past the curb return. An existing surface in AutoCAD Civil 3D 2018 format will be provided.

Manhole invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits if the survey crew is provided access by City of Santa Fe Staff and able to open the manhole cover safely. No manholes will be opened within roadways which require traffic control to open.

Define Existing Right-of-Way (ROW)

Existing subdivision plats and ROW Maps, if available, will be researched to establish the existing ROW for Richards Avenue to sufficient accuracy for determination of existing encroachments. If insufficient monumentation is recovered, Surveyor will coordinate with design team to determine further action or analysis. Existing plats/documents will be researched to show existing tracts within the existing Arroyo de Los Chamisos. Based on the records research and verification by existing survey monuments in the field, existing ROW limits will be established in AutoCAD Civil 3D 2018.

A boundary survey as defined per New Mexico Minimum Standards for Surveying is not included in this scope. Right-of-Entry requests for surveying purposes will be initiated by the City, as well as final responsibility to obtain the necessary access to properties, prior to field survey. Engineer will provide information on location needed and associated property owner information based on existing records.

B.4 Coordination

Project Management and Coordination

Engineer will be responsible for the coordination of project activities with the City of Santa Fe Project Manager(s) and the project team established for this project. Engineer will be responsible for:

- Ongoing coordination with the City of Santa Fe Project Manager(s).
- Scheduling project team meetings assumed to occur on average every six (6) weeks over the duration of this project phase. Up to six (6) project team meetings are included in this phase. The meetings will be held virtually using Microsoft Teams or similar.
- Preparation of meeting summaries within two weeks of meetings.
- Distribution of pertinent project documents/deliverables.

Utility Coordination

Utilities will be identified schematically based on available geographical information system (GIS) information and information requested from/provided by the utility owners. Engineer will provide utility coordination services as follows:

- Identify utility owners with facilities in the project limits that may be affected by proposed improvements and develop Utility Contact List. Identify appropriate utility project contact/utility project engineer or lead.
- Prepare and distribute an Alert Letter to each utility to inform them of the proposed project.
- Coordinate and schedule one (1) virtual utility coordination meeting using Microsoft Teams or similar.
- Prepare a summary of the utility meeting for distribution to meeting attendees.

Agency Coordination

Engineer will complete coordination with the following agencies/organizations, to ensure their concerns and input are considered and addressed. Coordination efforts will be done via telephone/video conference/email.

- Coordination with City Governing Body
- Bicycle and Trails Advisory Committee (BTAC)
- Santa Fe Metropolitan Planning Organization (SFMPO)

B.5 Public Involvement

One (1) public meeting will be held under a virtual platform for Phase IB. Major tasks include project coordination with City Staff, following the Early Neighborhood Notification (ENN) public notification and outreach processes (i.e., mailings and advertisements), preparation of the virtual presentation materials, recording of the virtual meeting, collecting and summarizing comments, and summarizing the planning efforts and comments for inclusion in the Phase IB report. One practice with the full project team, prior to the public meeting presentation, is included.

Engineer will develop one computer-generated 3-D model of the proposed improvements for the new crossing of Arroyo de Las Chamisos. The 3-D model will be based on an AutoCAD design drawing developed as part of the conceptual design efforts and will be developed using the Autodesk 3D Studio Max software. Using high-definition photos taken with a drone, Engineer will view match five (5) photo-based backgrounds to the 3-D model. The results will be digital images of photo simulations of the proposed improvements for comparing existing (before) and proposed (after) conditions.

EXHIBIT C

City of Santa Fe - RFP #'18/45/P
Work-Hour Proposal
Arroyo de Los Chamisos Crossing

Phase IB Amendment 3/12/2021

WSP Staff Allocation	Direct Labor (Hourly)	Overhead 138.27%	Fee 15.00%	Phase IB Man-Hours	Phase IB Cost
PROJECT MANAGER	$ 82.60	$ 114.21	$ 29.52	234	$ 52,961.85
SR SUPV ENGINEER	$ 85.22	$ 117.83	$ 30.46	30	$ 7,005.35
SUPV ENGINEER	$ 72.66	$ 100.47	$ 25.97	44	$ 8,760.23
LEAD ENGINEER	$ 61.59	$ 85.16	$ 22.01	20	$ 3,375.26
SR TECHNICAL SPECIALIST	$ 57.00	$ 78.81	$ 20.37	72	$ 11,245.39
LEAD DESIGN VISUALIZATION SPECIALIST	$ 50.70	$ 70.10	$ 18.12	66	$ 9,168.94
SR ENGINEER	$ 49.74	$ 68.78	$ 17.78	140	$ 19,081.00
ENGINEER III	$ 40.25	$ 55.65	$ 14.39	12	$ 1,323.47
ENGINEER II	$ 36.74	$ 50.80	$ 13.13	66	$ 6,644.32
ENGINEER I	$ 31.86	$ 44.05	$ 11.39	176	$ 15,364.76
SR CONTRACTS MANAGER	$ 56.24	$ 77.76	$ 20.10	12	$ 1,849.24
SR PROJECT ACCOUNTANT	$ 46.23	$ 63.92	$ 16.52	8	$ 1,013.40
Sub-Total WSP				880	$ 137,793.21
Sub-Consultants					
Bohannan Huston, Inc.					$ 82,209.29
Pathfinder Environmental, LLC					$ 2,180.00
YeDoma Consultants, LLC					$ 3,234.00
Sub-Total Subs					$ 87,623.29
Direct Expenses					
Travel					$ 200.00
Streetlight Big Data					$ 14,400.00
Reproduction/Printing					$ 800.00
Drone High-Resolution Photos					$ 600.00
Sub-Total Direct Exp					$ 16,000.00
Proposed Phase IB Total (excl. tax)					**$ 241,416.50**
Existing Remaining Contract Amount					
Remaining Phase IB Budget (excl. tax)					$ 91,341.47
Sub-Total Remaining Budget (excl. tax)					$ 91,341.47
Phase IB Amended Total (excl. tax)					**$ 150,075.03**

PHASE IB - ACTIVITIES	Estimated Work-Hours												
	PROJECT MANAGER	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR TECHNICAL SPECIALIST	LEAD DESIGN VISUALIZATION SPECIALIST	SR ENGINEER	ENGINEER III	ENGINEER II	ENGINEER I	SR CONTRACTS MANAGER	SR PROJECT ACCOUNTANT	Totals
Phase IB - Detailed Evaluation													
B.1 Phase IB Detailed Evaluation of Alternatives													
Geotechnical Scoping Study Memorandum													
1. Review Yedoma submittal	2												2
Sub-Total	2	0	0	0	0	0	0	0	0	0	0	0	2
Streetlight Big Data Analysis and Documentation													
1. Secure vendor agreement for 50 zones									2				2
2. Perform analysis of the big data	4								36				40
3. Summarize key findings	2								8				10
Sub-Total	6	0	0	0	0	0	0	0	46	0	0	0	52
Traffic Study for Richards Alignment Only													
1. Review BHI submittals for quality and completeness	4								4				8
Sub-Total	4	0	0	0	0	0	0	0	4	0	0	0	8
Planning-Level Drainage Analysis													
1. Coordinate with City PWD River and Watershed section			4				8						12
2. Coordinate with FEMA and Army Corps			4				8						12
3. Define existing storm drain system in Richard's Avenue. Design new storm drain systems using Manning's equation; no backwater analysis.			4				4			16			24
4. HY-8 hydraulic analysis to size CBCs. Engineer the layout of the CBCs and their wingwalls. Evaluate whether the exisitng low water crossing should be removed or stay in place.			8				24						32
5. Street runoff spread evaluation and need for curb inlets			4				4			12			20
6. Outlet protection for CBC riprap aprons, and arroyo sides			8				16			8			32
7. Summarize drainage analysis and results for Phase IB report			8				24			8			40
Sub-Total	0	0	40	0	0	0	88	0	0	44	0	0	172
Conceptual Design and Evaluation													
1. Develop refined typical sections and get approved by City	2				2					4			8
2. Define the proposed pavement section					2								2
3. Roadway alignment modeling (create surface and define slope limits)					4					16			20
4. Roadway horizontal geometry (plan view), incls. P&P plan sheet set-up	2				6					24			32
5. Define traffic calming features and get approved by City	4									6			10
6. Special intersection layouts	4				4					16			24
7. Concrete Box Culvert Layouts (main channel and north fork)		4					8	12					24
8. Storm drain system features in plan view							8						8
9. Sidewalks and multi-use trails and connections, incls. ADA/PROWAG feasibility	4				8					16			28
10. Concept layouts in plan view, Richards at Rodeo and Cerrillos	2									8			10
12. List of encroachments					2					2			4
Sub-Total	18	4	0	0	28	0	16	12	0	92	0	0	170
Prepare Estimate of Probable Costs													
1. Estimate quantities and unit costs, prepare estimate	2				6		4			12			24
Sub-Total	2	0	0	0	6	0	4	0	0	12	0	0	24
Prepare Phase IB Report													
1. Draft report	48			16	16		8		16				104
2. Executive Summary	8												8
3. Final Report	8												8
Sub-Total	64	0	0	16	16	0	8	0	16	0	0	0	120
Quality Control of Major Deliverables													
1. Concept design plans and cost estimate		8		4									12
2. Draft Phase IB report		12											12
3. Final Phase IB report		6											6
Sub-Total	0	26	0	4	0	0	0	0	0	0	0	0	30
Task 1 Sub-total	96	30	40	20	50	0	116	12	66	148	0	0	578

PHASE IB - ACTIVITIES	Estimated Work-Hours												
	PROJECT MANAGER	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR TECHNICAL SPECIALIST	LEAD DESIGN VISUALIZATION SPECIALIST	SR ENGINEER	ENGINEER III	ENGINEER II	ENGINEER I	SR CONTRACTS MANAGER	SR PROJECT ACCOUNTANT	Totals
Phase IB - Detailed Evaluation													
B.2 Environmental Investigations and Documentation													
Environmental Documentation													
1. Assessment of potential environmental impacts (BHI)	4												4
Sub-Total	4	0	0	0	0	0	0	0	0	0	0	0	4
Task 2 Sub-total	4	0	0	0	0	0	0	0	0	0	0	0	4
B.3 Property Ownership, Location Survey & Mapping													
Location/Topographical Survey													
1. Review BHI submittals for quality and completeness					6								6
Sub-Total	0	0	0	0	6	0	0	0	0	0	0	0	6
Existing and Proposed ROW													
1. Review BHI existing ROW boundaries					2								2
2. Define ROW impacts based on proposed improvements	2				2					4			8
3. Quantify acquisition areas										4			4
Sub-Total	2	0	0	0	4	0	0	0	0	8	0	0	14
Task 3 Sub-total	2	0	0	0	10	0	0	0	0	8	0	0	20
B.4 Coordination													
Project Management and Coordination													
1. Contract Administration	16					2					12	8	38
2. Ongoing Coordination with City PMs	40												40
3. Project Team meetings (up to 6)	12		4		8		4			8			36
4. Meeting summaries	4												4
Sub-Total	72	0	4	0	8	2	4	0	0	8	12	8	118
Utility Coordination													
1. Identify utility owners, make contacts list, identify leads							8						8
2. Prepare and distribute an alert letter	1						6						7
3. Prepare for and hold a utility coordination meeting (virtual)	2						4						6
4. Prepare meeting summary	1						2						3
Sub-Total	4	0	0	0	0	0	20	0	0	0	0	0	24
Agency Coordination													
1. City Governing Body	10												10
2. Bicycle and Trails Advisory Committee (BTAC)	4												4
3. Santa Fe MPO	2												2
Sub-Total	16	0	0	0	0	0	0	0	0	0	0	0	16
Task 4 Sub-total	92	0	4	0	8	2	24	0	0	8	12	8	158
B.5 Public Involvement													
Public Involvement													
1. Coordinate with BHI (BHI leading PI)	4												4
2. Prepare PowerPoint Presentation	16									4			20
3. Prepare for Virtual Public Meeting	4									4			8
4. Attend Virtual Public Meeting	4									4			8
5. Review and respond to comments, as required	4												4
6. Develop Photo Simulations (five view matches)	8				4	64							76
Sub-Total	40	0	0	0	4	64	0	0	0	12	0	0	120
Task 5 Sub-total	40	0	0	0	4	64	0	0	0	12	0	0	120
Phase IB Total Man-hours	234	30	44	20	72	66	140	12	66	176	12	8	880

EXHIBIT D

Phase IB Schedule for Arroyo de Los Chamisos Crossing, RFP #'18/45/P

PHASE IB - SCHEDULE OF MAJOR ACTIVITIES	2021											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Task 1 Project Management and Coordination												
Task 2 Location/Topographical Survey												
Task 3 Existing and Proposed ROW												
Task 4 Utility Coordination												
Task 5 Geotechnical Scoping Study Memorandum												
Task 6 Streetlight Big Data Analysis and Documentation												
Task 7 Traffic Study for Richards Alignment Only												
Task 8 Planning-Level Drainage Analysis												
Task 9 Conceptual Design and Evaluation												
Task 10 Prepare Estimate of Probable Costs												
Task 11 Agency Coordination												
Task 12 Public Involvement												
Task 13 Prepare Phase IB Report (Draft and Final)												
Task 14 Quality Control of Major Deliverables												

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/ Engineering - Roadway & Trails	07/22/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	EN193300D	250000	
Capital Transfer Out to Streets / Roads CIP	2320471	760330		250000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer In from Roads Impact Fees	3309980	660232		-250000	
				$ -	$ -

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

To budget the completion of Phase 1B Detailed Analysis of Alternative B.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	-250000
TOTAL:	0

Romella Glorioso-Moss 07/08/21
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Jul 22, 2021 15:02 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Jul 22, 2021 15:08 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WSP USA Solutions, Inc.

Procurement Title: Amendment No. 1 to Professional Services Agreement Item #19-0127

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss	Projects Administrator	07/08/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaney (Jul 20, 2021 11:16 MDT)	Chief Procurement Officer	Jul 20, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200292**

Contractor: **WSP USA Solutions, Inc. (formerly known as Louis Berger)**

Description: **CIP #876B - Arroyo De Los Chamisos Crossing Project - to connect Rodeo Road/ Richards Avenue to Cerrillos Road by crossing Arroyo De Los Chamisos.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **03/06/2019** Term End Date: **03/06/2023**

☑ Approved by Council Date: **02/27/2019**

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **19-0127**

Increase/(Decrease) Amount $ **1,000,000 (sum not to exceed excluding NMGRT)**

Extend Termination Date to:

☑ Approved by Council Date: **Pending**

Amendment is for:

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

1) Scope of Work - refine Phase 1B and include Phase 2 - Preliminary Design, Phase 3 - Final Design, and Phase 4 - Construction Services as described in RFP#'18/45/P.
2) Compensation - increase by a sum not to exceed $1,000,000 excluding NMGRT. Original contract was $248,274.11 excluding NMGRT; amended compensation will be $1,248,274.11 excluding NMGRT.

3. **Procurement History:**

Fran Delaney (Jul 20, 2021 11:16 MDT) Jul 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **Road Impact Fees** **Org / Object:** **3309980.572960**

Andy Hopkins (Jul 20, 2021 10:42 MDT) Jul 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

GB PW - WSP INC (Amendment #1)

Final Audit Report 2021-07-21

Created:	2021-07-20
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArvejtM4VMp8vSkxCOf3myXOUwxj8RjKM

"GB PW - WSP INC (Amendment #1)" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-07-20 - 2:33:48 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-20 - 2:59:28 PM GMT

Email sent to ajarhuleta@santafenm.gov bounced and could not be delivered
2021-07-20 - 2:59:31 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-20 - 4:28:50 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-20 - 4:42:22 PM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-20 - 4:42:26 PM GMT

Email sent to ajarhuleta@santafenm.gov bounced and could not be delivered
2021-07-20 - 4:42:46 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-21 - 3:14:09 AM GMT

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-21 - 3:16:13 AM GMT - Time Source: server

Agreement completed.
2021-07-21 - 3:16:13 AM GMT

City of Santa Fe New Mexico
Memorandum

Date: July 16, 2021

To: Public Works & Utilities Committee, Finance Committees, & Governing Body

Via: Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 15, 2021 07:58 MDT)
Regina Wheeler, Public Works Department Director

From: Javier Rosado, PE, Engineering Division Director
Tom Graham, AIA, ADA Coordinator

RE: Approval of Resolution, Cooperative Agreements and Budget Adjustment Request (BAR) for CIP 853C Agua Fria - South Meadows Intersection Improvements Project Funding

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ITEMS AND ACTIONS:

ITEM A.) **CONSIDERATION OF RESOLUTION NO. 2021-____, (COUNCILOR RIVERA, COUNCILOR ABEYTA)**

A RESOLUTION ACCEPTING (1) A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE AGREEMENT IDENTIFIED AS CONTROL NUMBER L500473 AND (2) A LOCAL GOVERNMENT ROAD FUND (LGRF) COOPERATIVE AGREEMENT IDENTIFIED AS CONTROL NUMBER L500444 - BOTH AGREEMENTS ARE FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") REGARDING THE AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENT PROJECT

ITEM B.) **REQUEST FOR APPROVAL OF A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT (MUNIS CONTRACT NO. 3202845) WITH THE NMDOT IN THE AMOUNT OF $124,444 FOR PLANNING, DESIGN, CONSTRUCTION, RECONSTRUCTION, PAVEMENT REHABILITATION, CONSTRUCTION MANAGEMENT, DRAINAGE AND MISC. IMPROVEMENTS OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT**

ITEM C.) **REQUEST FOR APPROVAL OF A LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT (MUNIS CONTRACT NO. 3202844) WITH THE NMDOT IN THE AMOUNT OF $75,833 FOR THE RECONSTRUCTION, PAVEMENT REHABILITATION / IMPROVEMENTS, TRAFFIC SIGNAL IMPROVEMENTS AND MISCELLANEOUS IMPROVEMENTS OF CIP 853C - AGUA FRIA AND**

SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT

ITEM D.) REQUEST FOR APPROVAL OF BAR TO BUDGET NMDOT GRANT FUNDING

BACKGROUND & SUMMARY:

In 2014, it was brought to the attention of the City of Santa Fe that the traffic signals at the intersection of South Meadows Road and Agua Fria has failing movements and long traffic queues, which affect access and mobility and result in safety deficiencies. Funding was immediately sought-out and obtained to conduct planning and design to improve the Agua Fria/South Meadows intersection (see Table 1 below).

The Agua Fria/South Meadows Intersection Improvements Project is 0.28 miles long that begins from the intersection of Agua Fria/Morning Drive and ends at the intersection of Agua Fria/Jemez Road. For X years, the Santa Fe Engineering LLC (Consultants) is working on the design plan for this project. The 90% Design Plan was reviewed by NMDOT in May 2021. Project Consultants are now working on the PS&E and is anticipated to be completed and submitted for review to NMDOT in September/October 2021. The improvements will include the construction of turning lanes on all legs of the intersection except for the North bound, 5-ft bike lanes on all directions, 6-ft sidewalks on both sides of the road, driveways per ADA and NMDOT's type B or C pedestrian access. This project follows the Complete Street guidelines that the City of Santa Fe has adopted that will provide safe access to all road users.

Construction phase could begin as early as January 2022 or when the full construction funding of $1.7M is secured by the City of Santa Fe. This construction funding gap is based on the Consultant's 90% Design Probable Cost Estimate using NMDOT current average unit bid prices. Public Works Roadway and Trails is actively seeking additional construction funding. In addition to Items B & C below, Roadway and Trails has applied for $1.7M from NMDOT's Transportation Project Funds in June. Results will be known in September 2021.

Table 1 Project Funding

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NM State Capital Appropriation 2015	$25,000.00	Design	06/30/2019	$25,000.00
NM State Capital Appropriation 2018	$100,000.00	Design	06/30/2022	$100,000.00
NM State Capital Appropriation 2019	$125,000.00	Design	06/30/2023	$125,000.00
NMDOT Municipal Arterial Program Funding 2019 (25% match from City of Santa Fe Impact Fees)	$587,667.00	Design and Construction	06/30/2020 Amendment #1 12/31/2021	$302,874.00
NMDOT Municipal Arterial Program Funding 2020 (25% match from City of Santa Fe Impact Fees)	$151,825.00	Design and Construction	06/30/2021	
NMDOT Municipal Arterial Program Funding 2021 (25% match from City of Santa Fe Impact Fees)	$162,000.00	Design and Construction	06/30/2022	

City of Santa Fe New Mexico
Memorandum

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NMDOT Municipal Arterial Program Funding 2022 (25% match from City of Santa Fe Impact Fees)	$124,444	Construction	Item B	
Local Government Road Fund 2022 (25% match from City of Santa Fe Impact Fees)	$75,833	Construction	Item C	
TOTAL FUNDING RECEIVED	**$1,351,769.00**			
TOTAL FUNDING EXPENDED	**$552,874.00**			**$552,874.00**
TOTAL FUNDING REMAINING FOR ROW ACQUISITION, CONSTRUCTION & CONSTRUCTION MANAGEMENT	**$798,895.00**			
TOTAL FUNDING NEEDED FOR ROW ACQUISITION, CONSTRUCTION & CONSTRUCTION MANAGEMENT	**1,700,000.00**			

ITEM A

The proposed resolution authorizes the acceptance of a MAP grant ($124,444) and an LGRF grant ($75,833) from the NMDOT for the planning, design, and construction of the intersection improvements at Agua Fria Street and South Meadows Road.

ITEM B

The agreement will provide $93,333 of State funding with a 25% City match of $31,111 for a total of $124,444 to be used for the construction of intersection improvements at Agua Fria Street and South Meadows Road.

ITEM C

The agreement will provide $56,875 of State funding with a 25% City match of $18,958 for a total of $75,833 to be used for the construction of intersection improvements at Agua Fria Street and South Meadows Road.

ITEM D

Both the MAP and LGRF are reimbursement type of grants. Therefore, the attached BAR will guarantee the availability of the 75% State share of $150,207.80. Once the two Cooperative Project Agreements are fully executed, Staff will request the Capital Improvements Advisory Committee to allocate the 25% City share of $50,069.25 from road impact fees. The use of road impact fees for this project was approved by the City Council in 2018.

Attachments:
Resolution
Cooperative Project Agreements
Exemption Determination Requests 13-1-98-A
FIR
Summary of Contracts
BAR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT IDENTIFIED AS CONTROL NUMBER L500473; AND ACCEPTING A LOCAL GOVERNMENT ROAD FUND ("LGRF") GRANT IDENTIFIED AS CONTROL NUMBER L500444 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") FOR THE PLANNING, DESIGN, CONSTRUCTION, RECONSTRUCTION, PAVEMENT REHABILITATION, CONSTRUCTION MANAGEMENT, DRAINAGE, TRAFFIC SIGNAL IMPROVEMENTS, AND MISCELLANEOUS IMPROVEMENTS OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT.

WHEREAS, the engineering design phase of Agua Fria/South Meadows Intersection Improvements Project ("Project") that begins from the intersection of Agua Fria/Morning Drive and ends at the intersection of Agua Fria/Jemez Road is nearing completion;

WHEREAS, the intersection improvements of this 0.28 mile-long project includes turning lanes, dedicated 5-ft wide bike lanes, 6-ft wide sidewalks, improved driveways, and drainage

infrastructure;

WHEREAS, based on the Engineer's Probable Cost Estimate using current NMDOT average unit prices, the Project needs another $1.7M to be ready for construction; and

WHEREAS, Public Works roadway and trails staff are actively seeking additional funding for construction; and

WHEREAS, in March 2021 the City applied for and received NMDOT MAP grant funding for FY 2022/2023 in the amount of $93,333.00; and

WHEREAS, the MAP grant required a 25% City of Santa Fe ("City") match of $31,111.00 for a total MAP grant agreement amount of $124,444.00; and

WHEREAS, in March 2021 the City applied for and received NMDOT LGRF grant funding for FY 2022/2023 in the amount of $56,875.00 and;

WHEREAS, the LGRF grant required a 25% City match of $18,958.00 for a total LGRF grant agreement amount of $75,833.00.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City accepts a Municipal Arterial Program Cooperative Grant, identified as control number L500473, in the amount of $124,444.

BE IT FURTHER RESOLVED that the City accepts a Local Government Road Fund Grant in the amount of $75,833.

BE IT FURTHER RESOLVED that the City of Santa Fe:

1. accepts responsibility for the Project, assumes the lead role in design, development, and construction of the Project;

2. agrees to the terms, conditions, and certification and reporting requirements of the MAP and LGRF cooperative project agreements; and

3. assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

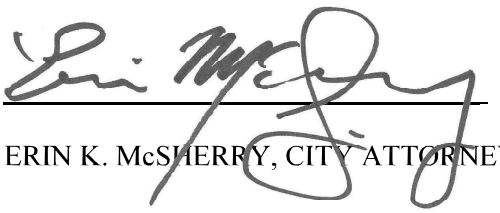
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/South Meadows MAP and LGRF Grants

FIR No. 3336

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): South Meadows MAP and LGRF Grants

Sponsor(s): Councilors Rivera and Abeyta

Reviewing Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 6/18/21 Phone: 955-6654

Reviewed by City Attorney: _____ Date: Jul 15, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jul 15, 2021

Alexis Lotero (Jul 15, 2021 17:13 MDT)

Summary:

This Resolution confirms the City's administration of NMDOT Municipal Arterial Program (MAP) and Local Government Road Funds (LGRF) grants funding for the planning, design, and construction of improvements to the Agua Fria St. and South Meadows Road intersection.

Departments Affected:

Public Works

Consequences of Not Enacting Legislation:

Additional funding sources will have to be identified to fully fund the project and there may be a delay to designing and constructing the much needed improvements.

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

None identified.

Performance and Administrative Implications:

Current personnel will manage the project and administer the grant.

Fiscal Implications:

In order to receive the $93,333 in additional MAP Funds for this project, we must match 25% of the grant, or $31,111. In order to receive the $56,875 additional LGRF Funds for the project, we must match 25%, or $18,958, for a total of $50,069 in City match funds which are anticipated to come from Impact Fees.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 50,069	$	$		NR	Impact Fees	
Operating	$	$	$				$
Total:	$ 50,069	$	$				$ 50,069

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

Expenditure Narrative:

$31,111 for the MAP City match and $18,958 for the LGRF City match equals the $50,069 total above. The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
LGRF	$ 56,875	$	$	NR	330
MAP	$ 93,333	$	$	NR	330
Total	$ 150,208	$	$		

Revenue Narrative:

Both LGRF and MAP grants are provided to local governments to assist in project development: construction, reconstruction, improvement, maintenance, repair, and right-of-way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but would assist in the distribution of state highway system traffic. The funds that we will receive will be spent for construction.

City of Santa Fe, New Mexico
memo

Date: **June 18, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 19, 2021 07:58 MDT)

Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director

From: Tom Graham, AIA, Public Works ADA Coordinator/Project Administrator

Subject: **Exemption Determination Request 13-1-98 A**

Public Works – Roadway and Trails
Department respectfully requests exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 75,833.00

Term: 12/31/2022

Approved Exemption
Fran Dunaway
Fran Dunaway (Jul 20, 2021 11:13 MDT)

Fran Dunaway, Chief Procurement Officer

Contract No. _____
Vendor No. 54360
Control No. L500444

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements, and Miscellaneous, of Various City Roads**, as described in Control No. **L500444**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **Seventy Five Thousand Eight Hundred Thirty Three Dollars ($75,833.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **$56,875.00**

   Reconstruction, Pavement Rehabilitation/Improvements, Traffic Signal Improvements, and Miscellaneous, of Various City Roads

2. Public Entity's required proportional matching share shall be 25%: **$18,958.00**

3. Total Project Cost: **$75,833.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Seventy Five Thousand Eight Hundred Thirty Three Dollars ($75,833.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** which is attached as Exhibit A.
l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

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

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

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

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
Kristine Bustos-Mihelcic, City Clerk

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2021 09:17 MDT)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary T. McCoy, Finance Director

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

   _____
   and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

City of Santa Fe, New Mexico
memo

Date: **June 18, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 19, 2021 07:58 MDT)
Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director

From: Tom Graham, AIA, Public Works ADA Coordinator/Project Administrator

Subject: **Exemption Determination Request 13-1-98 A**

Public Works – Roadway and Trails
Department respectfully requests exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 124,444.00

Term: 06/30/2023

Approved Exemption
Fran Dunaway
Fran Dunaway (Jul 20, 2021 11:13 MDT)
Fran Dunaway, Chief Procurement Officer

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500473

MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and City of Santa Fe (Public Entity), 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.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L500473." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents **($124,444)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: $93,333

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

2. Public Entity's required proportional matching share shall be 25%: $31,111

3. Total Project Cost: $124,444

b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Twenty Four Thousand Four Hundred Forty Four Dollars and No Cents **($124,444)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:
Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
h. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
i. Design the Project in accordance with **Exhibit A**, "Minimum Design Standards", which is incorporated into this Agreement.
j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
k. Comply with **Exhibit C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
m. Prior to Project construction, furnish the Department's District 5 Office the "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
n. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the **"Certification of Construction Phase"** form, which is attached as Certification No. 2.
o. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office

the **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.

p. Failure to timely provide Certification Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
r. Advertise, let, and supervise the construction of the Project.
s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

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

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

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

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

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance

with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

<<Add below sentence if page is quarter or more blank>>
The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Recommended By District 5

By:_____ Date: _____
District Engineer

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
Kristine Bustos-Mihelcic, City Clerk

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2021 09:17 MDT)
Senior Assistant City Attorney

Approved for Finances:

_____
Mary T. McCoy, Finance Director

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
   a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
   b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
   c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
   d. **DEPARTMENT**'s Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
   e. **DEPARTMENT'S** Urban Drainage Design Criteria;
   f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
   g. **DEPARTMENT'S** Action Plan;
   h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
   i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
   j. **DEPARTMENT'S** Location Study Procedures;
   k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
   l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
   m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In

no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L500473

I, _____, in my capacity as_____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S** Right of Way Handbook (Current Edition)] Local Public Agencies, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
   ___a. have been relocated
   ___b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic Survey and Standards (Current Edition).
9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):

_____a. 20 year pavement design; or

_____b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.

11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.

12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.

13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan,(Current Edition).

14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).

15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
    a. Lighting;
    b. signalization;
    c. storm sewer and lift station;
    d. landscape;
    e. road exchange; and
    f. any other applicable agreements.

16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.

17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator

Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500473

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500473** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20**[#]**

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

EXHIBIT B

AS BUILT SUMMARY

OF COSTS AND QUANTITIES

CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	6/11/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP CONSTRUCTION	3309980	572970	ST18330AT	150,208.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Department of Transportation	3309980	490150	ST18330AT	-150,208.00	
				0	

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

Acceptance of $93,333 of NMDOT MAP funding and $56,875 of NMDOT LGRF func

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

Tom Graham 06/18/2021
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Thomas A Martinez for R.W.
Thomas A Martinez for R.W. (Jul 19, 2021 07:58 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Jul 19, 2021 14:21 MDT)
Budget Officer Jul 19, 2021 Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202844**

Contractor: **NMDOT Local Government Road Funds Cooperative Project Agreement (CN L500444)**

Description: **Funding agreement for design of intersection improvements at Agua Fria Street and South Meadows Road.**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: _____ Term End Date: **December 31, 2022**

[☐] Approved by Council Date: **Pending**

Contract / Lease: $75,833.00

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)
$75,833.00 LGRF Agreement for 2021/2022 terminates on December 31, 2022

3. **Procurement History:** _____

Fran Dunaway (Jul 20, 2021 11:13 MDT) Jul 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A**

4. **Funding Source:** **3309980 Project ST 18330AT** **Org / Object:** **3309980.490150**

Andy Hopkins (Jul 19, 2021 14:21 MDT) Jul 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: **Tom Graham** Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202845**

Contractor: **NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500473)**

Description: **Funding agreement for design of intersection improvements at Agua Fria Street and South Meadows Road.**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: _____ Term End Date: **June 30, 2023**

☐ Approved by Council Date: **Pending**

Contract / Lease: $124,444.00

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)
$124,444.00 MAP Agreement for 2021/2022 terminates on June 30, 2023

3. **Procurement History:** _____

Fran Delaway (Jul 20, 2021 11:13 MDT) Jul 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A**

4. **Funding Source:** **3309980 Project ST 18330AT** **Org / Object:** **3309980.490150**

Andy Hopkins (Jul 23, 2021 10:20 MDT) Jul 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: **Tom Graham** Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB - PW Resolution & NMDOT Cooperative Agreement (Agua Fria - South Meadows)1

Interim Agreement Report 2021-07-20

Created:	2021-07-19
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAA1G79mN7PWsvNrmAqKtpwdgK0noU5RFJO

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB - PW Resolution & NMDOT Cooperative Agreement (Agua Fria - South Meadows)1" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-19 - 7:51:42 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-19 - 8:03:20 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-19 - 8:20:13 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-19 - 8:21:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-19 - 8:21:14 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-19 - 11:17:25 PM GMT- IP address: 63.232.20.2

GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)

Final Audit Report 2021-07-21

Created:	2021-07-20
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeRI8KC9ngIRvsDBTVZPNTXv_6O6QkUDw

"GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-07-20 - 2:18:37 PM GMT- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-20 - 2:25:19 PM GMT

Email sent to ajarhuleta@santafenm.gov bounced and could not be delivered
2021-07-20 - 2:25:51 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-21 - 3:06:44 AM GMT

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-21 - 3:13:37 AM GMT - Time Source: server

Agreement completed.
2021-07-21 - 3:13:37 AM GMT

GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)

Final Audit Report 2021-07-23

Created:	2021-07-23
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAONGJ3VgimqaXJ8wiL0CmlHivE4VmCe-Z

"GB PW - Resolution NMDOT Cooperative Agreement - BAR (Agua Fria - South Meadows)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-07-23 - 2:40:30 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-23 - 2:41:41 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-23 - 4:19:45 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-23 - 4:20:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-07-23 - 4:20:27 PM GMT

City of Santa Fe, New Mexico

memo

Date: July 21, 2021

To: Community Development Commission (July 28)
Finance Committee (Aug 2)
Quality of Life Committee (Aug 4)
Public Works Committee (Aug 9)
Governing Body (Aug 11) – public hearing

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Request Approval of Amendment #2 to the 2019 Annual Action Plan

---

ACTION REQUESTED:
Approve Amendment #2 to the 2019 Annual Action Plan.

BACKGROUND:
In late 2020, HUD entitled the City to receive additional funds in the amount of $581,333 from the federal CARES Act for the purposes of addressing health and housing impacts from the COVID-19 pandemic. In order to deploy the funds, the City must amend its current year Action Plan or the Plan that was current when the funds were awarded. This amendment represents the second award of CARES Act funding and the second amendment to the 2019 Annual Action Plan. The first award ($361,227) was used to continue operations at the Midtown Shelter where the City converted dormitory rooms and campus apartments into housing at the outset of the pandemic for people experiencing homelessness or without a safe place for quarantine or social distancing.

ITEM and ISSUE:
The second Amendment proposes to use funds to further offset acquisition costs related to the conversion of the Santa Fe Suites property into long-term permanent supportive housing. The funds will be directly deployed for rent subsidy and to augment on-site supportive services for those who otherwise would not be safely housed, particularly for the duration of the pandemic.

For the purposes of expediting the disbursement of the CARES Act funding, HUD has reduced its normal 30-day public comment requirement to 5-days. Our proposed comment period will span 9 days, August 2 – August 11, 2021. The process for reviewing the amendment and submitting comments is advertised in two public notices – the request to publish for a public hearing on August 11 and the notice of the public comment period. Additionally, the plan is made available on the City's website: www.santafenm.gov/hudrequiredreportingandplans. Paper copies or translation can be provided upon request.

==========

AMENDMENT #2

ANNUAL ACTION PLAN

JULY 1, 2019 - JUNE 30, 2020

==========

SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
200 Lincoln Avenue, Room 314
Santa Fe, New Mexico 87504
Phone # (505) 955-6607

The 2019 annual Action Plan for the City of Santa Fe is amended to describe proposed uses of CARES Act funding in the amount of $581,333.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2019 Annual Action Plan for the City of Santa Fe is proposed for amendment to describe proposed uses of CARES Act funding in the amount of $581,333. These funds are intended to address health impacts from the COVID-19 pandemic and to complement earlier rounds of Cares Act funding (in the amount of $361,227) which represents a cumulative total of $942,560.

An Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). There are four types of HUD block grant housing and community development programs: the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program (HOME), the Emergency Solutions Grant (ESG) and the Housing Opportunities for People with AIDS (HOPWA) program. The City of Santa Fe receives approximately $700,000 in CDBG dollars each year directly from HUD.

There are three components required by HUD to be submitted on an annual basis:

1) Consultation and Citizen Participation: the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.

3) Annual Action Plan: submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.

4) Consolidated Annual Performance and Evaluation Report (CAPER): the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

The City of Santa Fe's focus over the next year is to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table. Objectives include:

1) Creating Suitable Living Environments (SL) – relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.

2) Providing Decent Housing (DH) – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.

3) Creating Economic Opportunities (EO) – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

1) Availability/Accessibility – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.

2) Affordability – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

3) Sustainability – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2018-2022 Consolidated Plan, almost all of which were met, or exceeded. These achievements are a testament to the strong partnerships the City supports with its nonprofit partners and subrecipient contractors.

- The City's goal for rental housing as stated in the 2018-2022 Consolidated plan was to serve renters earning less than 60 percent of Santa Fe's Area Median Income (AMI). For the 2018-2019 program year, the City allocated the Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG) funds to rental facility improvements as well as to support services focused on the homeless, those in danger of becoming homeless, and very low-income renters
- City's goal for home ownership housing as outlined in the 2018-2022 Consolidated Plan was to provide comprehensive assistance to low-to-moderate-income homebuyers in the form of mortgage principal reduction assistance to an average of 10 households annually. From 2018-2019, and due to additional program income funds, (22) households were served through end of Q3 (17-Homewise, 5-Housing Trust) with CDBG-funded mortgage principal reduction assistance.

The City's goal for emergency shelters and permanent supported rental housing as outlined in the 2018-2022 Consolidated Plan was to provide {33 permanent beds and/or longer-term units per year.} Approximately 100 shelter beds were provided and 40 transitional living beds were provided.} In 2018-2019 program year, CDBG funds were proposed for services including the Interfaith Women's Summer Safe Haven for a minimum of 180 women (As of Q3: 124 served.) Youth Shelters and Family Services (YSFS) provided services through the Emergency Shelter for children and youth, with 12 beds and an addition of the Cold Weather Shelter with 8 beds. (As of Q3: TLP and Cold Weather Shelter served 128.) The YSFS Street Outreach Program's goal was to serve an approximate minimum of 600 identified youth who utilize the Drop in Center (As of Q3: 244 served.) The Santa Fe Recovery Center, Life Link, SFPS Adelante and YouthWorks provided rental vouchers and emerency utility assistance. (167 served through the Affordable Housing Trust Fund for ELI individuals experiencing homelessness or at risk of homelessness in the community.)

Facilities improvements investments from CDBG funds 2018-2019 totaled $105,000 ($10,000 YSFS Security, $40,000 PMS River Early Head Start, $55,000 Hopewell Mann Community Clinic). Public Services funding from CDBG funds 2018-2019 totaled $75,000.

4. Summary of Citizen Participation Process and consultation process

This Amendment #2 to the 2019 Annual Action Plan represents additional funds from the federal Coronavirus Aid Relief, and Economic Security Act (CARES) signed into law on March 27, 2020. Because of the nature of the public health crisis, HUD created waivers to public participation

processes including a reduced public comment period (5 days) and the allowable use of virtual meetings. *Please note that the City has implemented amended public participation processes, according to HUD's allowances, while still focusing on meaningful engagement of residents and stakeholders representing local organizations and coalitions.

The public will have from August 2 – August 11, 2021 to review and comment on the amendment, in addition to four (4) public meetings and one (1) public hearing. The meetings will be held on July 28 (Community Development Commission), August 2 (Finance Committee, 5pm), August 4 (Quality of Life Committee, 5pm), August 9 (Public Works Committee, 5pm) and August 11 (City Council, public hearing, 7pm).

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions.

Paper copies of the draft *2019-2020 Annual Action Plan* were placed at all City of Santa Fe Public Library branches; Genoveva Chavez Community Center; Mary Esther Gonzales Senior Center, City Hall (March 22, 2019 to April 24, 2019) for public review complying with the 30-day review period listed in the City's Citizen Participation Plan as adopted by HUD. Advertisements were placed in the *Santa Fe New Mexican* announcing the public review and comment period. The ads stated where the copies are available for review as well as contact information for submitting comments. A press release was issued through the City's Public Information Office with additional information for the public on the availability of the plan and how to submit a comment. One public meetings and one public hearing, as well as a City wide survey on the plan were made available to the public: Community Development Commission public meeting (March 20, 2019); Public Works Committee public meeting (March 25, 2019); Finance Committee public meeting (April 1, 2019); MetroQuest Annual Plan Survey open period (March 22-April 24, 2019); The Santa Fe City Council public hearing (April 24, 2019)

These meetings are open to the public and agendas are available on the City's website. The meetings are conveniently timed and located to encourage participation. The meeting can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in languages other than English.

5. Summary of public comments

The majority of public comments regarding affordable housing needs in the City referred to the challenging increase in short-term rentals for tourism, resulting in a decrease in rental units available for residents. A number of verbal and written comments were made regarding the need for more centralized housing development. Additionally, most of the votes cast during CommUNITY days were placed toward an increase in affordable rental development with access to economic centers and public services funding. Topics of comments were addressed in the following plan, where applicable. However, short-term rental regulation is an on-going discussion that is newly on the radar for potential regulatory

change. Though ripe for consideration in the future, more research is required to understand the complex ramifications of the increase in short-term rentals upon tourism, economic development, as well as housing, and best practices in policy regulations to mitigate challenges in this area. Therefore, strategies for addressing this concern are not a part of the Consolidated Plan at this time

Public comments were limited to two speakers at the June 24, 2020 City Council meeting, in addition to comments made by elected officials. No written comments concerning the amended Action Plan, nor comments submitted via telephone were received. Comments focused on general support of the City's efforts to end homelessness and concern that the site at the Midtown Property where the funds will be used isn't an appropriate long term location. Because the City is currently negotiating a Development Disposition Agreement for redevelopment of the site, short term use is the only option. For this reason, the comments were not relevant to changing the City's proposal for using the funds.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted and where applicable addressed in the Action Plan.

7. Summary

Amendment #2 to the 2019 Annual Action Plan enables the City of Santa Fe to ensure that its most vulnerable are safely housed and quarantined for the initial stages of the coronavirus pandemic. This effort will further the Office of Affordable Housing's efforts to prevent City residents from falling into cycles of poverty and chronic homelessness, to target low income "at risk" neighborhoods with comprehensive programming interventions, and to work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources.

Over the next program year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, target low income "at risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

Alexandra Ladd
Director
Office of Affordable Housing
City of Santa Fe
505-955-6346 / agladd@santafenm.gov

Toniette Candelaria Martinez
Project Specialist
Office of Affordable Housing
City of Santa Fe
505-316-4634 / tocandelariamartinez@santafenm.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Because of the City's partnerships with community-based organizations, much of the consultation about the Annual Action Plan happens within the context of strategic planning, participation in regional collaborations, and within City's organization itself. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, healthcare and social services programs. The Office of Affordable Housing funds programs through CDBG and local funds to support the housing component that is aligned with the human services programming. Both City divisions rely on Strategic Plans to guide funding decisions and ensure that needs are identified and met in a comprehensive manner. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap around health and social services.

Amendment #1: The City's partner for this proposed project is the NM Coalition to End Homelessness (NMCEH). Because its member agencies are the community's main providers of emergency shelter and supportive services for homeless people, NMCEH is uniquely situated to act as the City's fiscal agent for the disbursement of these funds and will provide ongoing consultation on behalf of its membership. NMCEH will be able to ensure that the services and case management provided at the shelter comprehensively meet the needs of the people staying there. More importantly, NMCEH can assist the City with designing and implementing a longer term system of support services and shelter with the eventual goal of connecting shelter residents with permanent housing.

Amendment #2: The City's partners for the Santa Fe Suites are St Elizabeth Shelter and Community Solutions, a national nonprofit dedicated to ending homelessness. St Elizabeth Shelter is an established local provider of shelter services and operates two shelters: the main shelter (for men) and Casa Familia which houses women and children. Additionally, the organization owns and operates several permanent supportive housing facilities for families and individuals transitioning out of homelessness. Community Solutions is the initial owner of the property and has used its resources to capitalize and finance the purchase of the property. Once stabilized, the ownership of the property will transfer to St. Elizabeth.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner organizations, YouthWorks, Adelante, and Youth Shelters and Family Services, have provided several

programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced. In September 2017, the City Council approved a resolution establishing a Homeless Task Force that considered specifically these coordinated efforts. The Office of Affordable Housing participated on this task force to ensure that CDBG and other local housing funds are deployed in ways that prevent homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced.

NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. Additionally, the City directly supports Youth and Family Shelters through local administrative contracts to provide services to assist unaccompanied youth with securing housing, counseling, job training, and family re-unification when possible. CDBG funds will be used in the upcoming program year to provide expanded hours for the Youth Shelters Drop-in Center which provides food, case management and referral for disconnected youth.

In 2015 City Mayor Javier Gonzales signed on to the Mayor's Challenge to End Veteran Homelessness. Local nonprofits have been meeting monthly with the VA to go over the by-name list of homeless veterans and make sure they are all on their way to permanent housing. In 2016 the City met the requirements of the challenge and has continued to maintain the system that helps any newly homeless veterans quickly access housing through VA, state funded or Continuum of Care resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The organizations within CoC that receive ESG funding are The Interfaith Community Shelter and St. Elizabeth Shelters & Supportive Housing. Both organizations work extensively with numberous other service groups in providing assistance to the homeless. Linkage to services include, yet are not limited to Healthcare for the Homeless (medical issues), The Lifelink (housing & counseling), Goodwill (employment and veteran housing), the New Mexico Human Services Department (Medicaid, SNAP and TANF) and the Santa Fe Recovery Center (drug and alcohol treatment). Consumers entering either organization are met with a case manager who assess their needs and assist them in the development of an Individual Service Plan, outlining the goals they wish to accomplish as a client. The case manager then refers them to the appropriate agency(ies) which will best serve their needs. The Interfaith Community Shelter (ICS) is the only minimal barrier shelter in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS operates in accordance with US Department of Health and Human Services' strategic action plan and provides Resource Days every Tuesday, Wednesday and Friday, year-round. By creating a "one-stop shop" ICS has incorporated within its design a delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Partner Providers include those listed above as well as the VA Administration, the Food Depot, Youth Shelters Street Outreach, Street Homeless Animal Project, Upaya Zen Center, Santa Fe Desert Chorale Choir, Legal Clinic, and Homeless Court.

Also, in an attempt to help create systemic change, the Interfaith Community Shelter and St. Elizabeth follow policies and procedures that prioritize work with numerous inovative City and County programs designed to stabilize those individuals who are high utilizers of emergency, police and hospital services. Staff works closely with the CHRISTUS St. Vincent's HUGS program and the Santa Fe Fire Department's Mobile Integrated Health Office (MIHO), proactive approaches for addressing repeat users of the 911 system through a referral/linkage to services process that provides for the mental health and social needs of the consumer that opens the access doors to these needed services on site and in real time.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. The SFCHA has received a completed copy of the document for review.
2	**Agency/Group/Organization**	THE LIFE LINK
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
3	**Agency/Group/Organization**	ST. ELIZABETH SHELTER
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with HIV/AIDS Services - Victims

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
4	**Agency/Group/Organization**	The Housing Trust
	Agency/Group/Organization Type	Housing Service-Fair Housing Business and Civic Leaders Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment HOPWA Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects.
5	**Agency/Group/Organization**	NEW MEXICO COALITION TO END HOMELESSNESS
	Agency/Group/Organization Type	Services-homeless Regional organization

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City also works with NMCEH to reduce the length of time all families and individuals remain homeless. Reducing the amount of time was one of the goals of the 2012 Santa Fe Mayor's Task Force on Homelessness. NMCEH now has good tools to measure the length of time people remain homeless and this will be a focus of the newly convened City Roundtable on homelessness this fall. In July of 2018, an update to the plan was presented for City Council approval.
6	**Agency/Group/Organization**	SANTA FE COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to reviewing the Plan, County staff worked with the City to convene groups of stakeholders to design a strategy for increasing the inventory of rental housing affordable to low-income renters.

Identify any Agency Types not consulted and provide rationale for not consulting

While the City supports the dissemination of fair housing information (primarily through distribution of the "Tino the Tenant" novella, and the City's website, Office of Affordable Housing page), there is not capacity to actively develop fair housing materials and distribute them and/or consult regularly with fair housing advocacy providers. All of the City's fair housing partners are subject to fair housing law and provide notices as applicable. In the event that a resident of Santa Fe reports a fair housing violation, City staff takes appropriate action to ensure that they are referred to an appropriate agency or HUD's fair housing complaint system. Furthermore the City did not consult directly with the State of NM Department of Health regarding lead exposure because Santa Fe has low risk factors. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Amendment #1: This project is in direct response to a public health emergency. Because of the need to provide immediate relief and support for those experiencing homelessness during the pandemic, the City did not consult with other agencies. However, with the advent of the CONNECT network, the City and County are working closely to mitigate the public health impacts from the pandemic. Likewise, local health providers and the city’s homeless shelters are involved with the Midtown Shelter so their input was considered when setting it up.

Amendment #2: This project is a continued response to an ongoing public health emergency. While the initial impacts from the pandemic are subsiding, with the emergence of new variants of the virus, people experiencing homelessness or who are not stably housed continue to be the most vulnerable to getting infected and spreading infection. Additionally, Santa Fe Suites provides an ideal property for housing people who are leaving hotel stays or other emergency housing.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	New Mexico Coalition to End Homelessness	Seeks to provide comprehensive support services aligned with housing.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability regarding unit inventory and demand; provides basis to shape policy and funding decisions. This document was finalized in January 2017.
PHA 5-Year and Annual Plan	Santa Fe Civic Housing Authority	Many of the goals are incorporated into this plan.
Five Year Plan to End Homelessness (2012)	New Mexico Coalition to End Homelessness	Staff from the Office of Affordable Housing and the Division of Health and Human Services participated on the task force to update the Plan for 2018.
2012-2017 CIP Plan	City of Santa Fe	Project priorities help shape the funding priorities in this plan.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Includes transportation projects for all modes expected to be funded.
Sustainable Land Use Code	City of Santa Fe	SLDC regulates the development and construction of affordable housing units.
Analysis of Impediments	City of Santa Fe	The AI evaluates barriers to fair housing and recommends strategies for mitigating them which is closely related to housing services for low-income people. In 2017, the City submitted the Assessment of Fair Housing which looks at housing through the lens of opportunity.
Fair Housing Assessment 2017	City of Santa Fe	The Fair Housing Assessment evaluates needs and recommends strategies for increasing access to housing.
Office of Emergency Management 2018 - 22 Strategic	City of Santa Fe	The plan outlines how the City will support vulnerable residents before, during and after emergencies and disasters.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City solicits comments from local service providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele. Alternate avenues of public outreach were pursued in the 2016 Analysis of Impediments and the 2017 Assessment of Fair Housing. The City updated its Citizen Participation Plan during the 2018-2022 Consolidated Plan planning process with careful consideration of how to conduct more relevant public outreach that brings voices to the discussion that are not always heard to include online surveys and partnering with outside organization events related to specific geographic areas. Polling in the online survey on project's impact on the community and those individuals using the services or in close geographic location, with ties to others who benefited from the subject projects showed a resounding favorability for funding of the 2019 AAP CDBG related activities outlined in the Projects Summary of this year's plan (AP-35).

For the amendment, an additonal plan was added for consultation - the Office of Emergency Management's Strategic Plan - on the basis that the pandemic requires an emergency response.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation (Note this table will be updated prior to the submittal of the Plan).

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Newspaper ad in New Mexican (Mar 20, 2019): no response	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Development Committee Meeting for Project applicant presentations: February 20, 2019. (24) Presenters, (7) Community Development Commissioners	N/A	N/A	
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	City of Santa Fe Website and Facebook Page, 2019: No response	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
4	MetroQuest Online Survey	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	MetroQuest Survey Mar 22-April 24, 2019, 230 Survey participants: 69 Comments (see attached).	Comments ranged a great deal in topic and recommendations for future spending and focus (see attached).	All comments were accepted from the survey and included as an attachment to the 2019 AAP.	
5	Press Release	Non-targeted/broad community	Press Release Mar 29, 2019: No response	N/A	N/A	
6	Paper Copy of Plan	Non-targeted/broad community	Distribution of 2019 AAP to five public facility locations (GCCC, Main and Southside Libraries, City Hall, Office of Affordable Housing) Mar 22-April 24, 2019: No Response/N/A	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
7	Public Hearing	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Hearing April 24, 2019 at Governing Body meeting: No comments made	n/A	N/A	
8	Newspaper Ad	Non-targeted/broad community	Newspaper ad: June 12, 2020.	No comments received.	No comments received.	
9	Press Release	Non-targeted/broad community	n/a	No comments were received	n/a	
10	Internet Outreach	Non-targeted/broad community	City of Santa Fe Website and Facebook Page and link to copy of amendment to Action Plan posted on City's website	No comments received.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
11	Public Meeting	Non-targeted/broad community	Community Development Commission (June 3, 2020). Quorum of committee members in attendance via Zoom call. Public did not attend.	Commission recommended approval of amended Action Plan and proposed use of CARES funds	All comments of Commission members were accepted as applicable.	
12	Public Meeting	Non-targeted/broad community	Finance Committee (June 15, 2020). Quorum of committee members in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Committee recommended approval of amended Action Plan and proposed use of CARES funds	All comments of Committee members were accepted as applicable.	
13	Public Meeting	Non-targeted/broad community	Quality of Life Committee (June 17, 2020). Quorum of committee members in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Committee recommended approval of amended Action Plan and proposed use of CARES funds	Item passed on consent calendar	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL if applicable
14	Public Meeting	Non-targeted/broad community	Public Works Committee (June 22, 2020). Quorum of committee members in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Committee recommended approval of amended Action Plan and proposed use of CARES funds	Item passed on consent calendar	
15	Public Hearing	Non-targeted/broad community	City Council public hearing (June 24, 2020); eight City Councilors, Mayor in attendance via Zoom call. Meeting also broadcast on City's YouTube channel.	Two members of the public spoke in general support of the City's efforts to end homelessness. Concern was expressed regarding how long the location at Midtown could be used to house homeless people.	Given the City's impending disposition of the property, it will not be used longer than the proposed use of funds describes.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2) - *Anticipated Resources*

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	659,051	200,000	0	859,051	2,938,227	An anticipated amount of approximately $1,977,000 is increased by $942,560 of CARES Act funding. The remainder anticipated amount includes program income of approximately $200K/annually, resulting in an estimated amount of $600K for the next three years, totaling approximately $3,519,560 through the end of the 2018-2022 ConPlan.
Other	public - federal	Public Services	361,227	0	0	361,227	361,227	An anticipated amount of approximately $1,977,000 is increased by $361,227 of CARES Act funding. (Amendment #1) and $581,333 (Amendment #2)

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City requires that subrecipients match CDBG funds $1:$1 with organizational resources or funds leveraged from private investment or other State and local grantors.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

All of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act.

In the current fiscal year, the City expects to donate a 5-acre portion of a City-owned parcel on Siler Road. This donation will support the construction of 65 units of affordable live/work housing targeted to "creatives" – technology entrepreneurs, visual and performance artists, craft manufacturers, self-employed, etc. A shared resource center will be included with a performance and display space, retail areas and other workshops. The project, called the "Siler Yard" is proposed to be developed by the New Mexico Interfaith Housing Coalition and Creative Santa Fe, two local nonprofit organizations. Low Income Housing Tax Credit (LIHTC) funds were secured providing over $10M of equity. An application will be resubmitted for the 2019 LIHTC funding cycle. Additionally, the City is beginning a public outreach process and study of other City-owned parcels to prioritize several for future affordable housing development.

Amendment #1: The shelter is located at 1600 St Michael's Drive, the site of the former Santa Fe University of Art and Design (and before that, the College of Santa Fe). The campus is owned by the City so this proposed use of funds will be 100% supported by the use of publicly-owned facilities. Furthermore, the shelter is currently staffed by City staff (who will continue working there for at least the next 6 months) and many related support services (security, maintenance, utilities) are paid by the City.

Discussion

The City is committed to using all of its resources to maximize the leverage potential of federal funds.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Opportunities for At-Risk Populations	2019	2020	Affordable Housing Public Housing Homeless	Citywide	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: $361,227	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Rehabilitated: 0 Household Housing Unit Homeless Person Overnight Shelter: 150 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase Affordable Rental Housing Opportunities	2019	2020	Affordable Housing	Citywide	Rental Units & Support Services	CDBG: $581,3330	Rental units rehabilitated: 120 household housing unit. Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
3	Increase Affordable Homeowner Opportunities	2019	2020	Affordable Housing	Citywide		CDBG: $0	Direct Financial Assistance to Homebuyers: 0 Households Assisted
4	Align Housing Opportunities with Emerging Needs	2019	2020	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Emergency Shelter Support Services for Homeless and At Risk Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: $361,227	Homeless Person Overnight Shelter: 150 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	AFH Goal1: Create more affordable, quality housing	2019	2020	Affordable Housing	Citywide	Rental Units & Support Services	CDBG: $581,333	Rental units rehabilitated: 120 household housing unit. Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
6	AFH Goal 2: Preserve and Improve Existing Housing	2019	2020	Affordable Housing	Citywide		CDBG: $0	
7	AFH Goal 3: Cont. to work to improve econ. opport.	2019	2020	Non-Homeless Special Needs	Citywide		CDBG: $0	
8	AFH Goal 4: Create more access., afford. qual. hou	2019	2020	Affordable Housing Non-Homeless Special Needs	Citywide	Rental Units & Support Services	CDBG: $581,333	Rental units rehabilitated: 120 household housing unit. Public service activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
9	AFH Goal 5: Improve access to high quality schools	2019	2020	Non-Housing Community Development	Citywide		CDBG: $0	
10	AFH Goal 6: Strengthen access to fair housing	2019	2020	Fair Housing & Renter's Rights	Citywide		CDBG: $0	

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Opportunities for At-Risk Populations
	Goal Description	Increased Opportunities for At Risk Population-Reduced Rate of Households with cost burden: Preventing homelessness through rental vouchers, emergency assistance, support services expanding rental choices for households earning less than 30% AMI, providing rehab services for rental properties serving very low income renters, improving outreach efforts to mono-lingual Spanish speakers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
2	**Goal Name**	Increase Affordable Rental Housing Opportunities
	Goal Description	Increased Affordable Rental Housing Opportunities- Inventory of very low income rental units and vouchers is expanded to meet increased demand: Supporting LIHTC projects and the provision or retention of permanent, subsidized rental units, rental units reserved for persons transitioning out of homelessness, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

3	**Goal Name**	Increase Affordable Homeowner Opportunities
	Goal Description	Increase of Affordable Homeownership Opportunities-Increased homeownership opportunites and support for long term affordability and accessibility for current homeowners: Continuing mortgage principal reduction loans, homebuyer counseling and training services, production of affordably-priced homes, supporting partnerships with nonprofits, for-profit builders and other housing providers, considering acquisition/rehab programs to absorb existing market supply, funding energy efficiency upgrades, continuing foreclosure prevention and legal aid and refinancing services for existing homeowners, offering accessibility improvements to help “age in place” and multi-generational transfers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
4	**Goal Name**	Align Housing Opportunities with Emerging Needs
	Goal Description	Address Emerging and Current Needs and Changing Demographics-Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment objectives and sustainability goals: Supporting non-traditional housing types and live/work housing, including housing as a required component of redevelopment projects, prioritizing housing that is located in transit corridors, has access to community facilities, accommodates live/work or other flexible scenarios, is aimed at the “creative” worker, can accommodate needs of aging residents, achieving high standards of sustainability through green building, design, and alternative energy sources. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing, that is equitably distributed throughout the City 3. Continue to work to improve economic conditions of persons with disabilities 5. Improve access to high quality schools and public transportation
5	**Goal Name**	AFH Goal1: Create more affordable, quality housing
	Goal Description	This AFH goal corresponds to Consolidated Plan goals: 1, 2, 3, 4. The following milestones and metrics are established in the AFH to guide the achievement of this goal: support 60 rental units (min); revise SFCC 26-1 to require <50%AMI units in LIHTC (15 units); dedicate local funding to rental assistance to support 40 renter HH; DPA + homebuyer support services to 30 HH; revise SFCC 26-1 to create menu of compliance options to support inclusion of 100 rent-restricted units in market rate projects.

6	**Goal Name**	AFH Goal 2: Preserve and Improve Existing Housing
	Goal Description	*This goal corresponds with Consolidated Plan Goals: 1, 2, 3.*
7	**Goal Name**	AFH Goal 3: Cont. to work to improve econ. opport.
	Goal Description	The metrics and milestones associated with this AFH goal are to establish and expand job creation opportunities for under-employed workers with disabilities. This work would be supported by the City's Office of Affordable Housing but is carried out primarily by other City divisions, government agencies and nonprofit partners. None of the funding would be housing-related. CARES Act funds will not be deployed in support of this goal as they are oriented to keeping vulnerable people safe from infection and to prevent the spread of infection via the homeless shelter population.
8	**Goal Name**	AFH Goal 4: Create more access., afford. qual. hou
	Goal Description	This AFH goal correponds with Consolidated Plan Goals: 2, 3.
9	**Goal Name**	AFH Goal 5: Improve access to high quality schools
	Goal Description	This AFH goal does not have a Consolidated Plan equivalent because it is not directly related to housing; however, it establishes the following metrics and milestones: align housing resources with efforts serving young people at risk of being homeless; align housing resources with school based social services and workforce training/support program; align housing resources with transit planning to expand services and improve access. This goal is not achieved directly through the proposed expenditure of CARES funds.
10	**Goal Name**	AFH Goal 6: Strengthen access to fair housing
	Goal Description	This AFH Goal corresponds with all Consolidated Planning Goals; however it is directly related to the City's obligation to further fair housing. This goal is not directly achieved through the proposed expenditure of CARES Act funds.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects funded for FY 19-20 reflect a variety of programs, facilities improvements and public services in addition to programs focused upon increasing affordable housing to include rental and homeowner rehabilitation and mortgage principal reduction for homebuyers for low-to moderate income households as well as soft costs for affordable housing rental unit development. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those at 81-120% AMI. Additionally, program income provides additional revenue for eligible programs. In the past, PI has been used for mortgage principal reduction loans and home repair loans. For the upcoming program year, the City anticipates that $200,000 will be generated and used for mortgage principal reduction loans (via CDBG agreements for PY 19 - 20).

Amendment #1: In March of 2020, the State of NM issued a stay at home order for New Mexico residents to stem the tide of the coronavirus. In response, the City dedicated dormitory beds and apartments at the Midtown campus property to house people who did not have homes or safe places to shelter in place. A primary goal for the City's creation of the Midtown shelter was to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers.

This Action Plan Amendment proposes to use CARES Act funding to supplement the City's operation of the Midtown Shelter. The New Mexico Coalition to End Homelessness will act as the City's fiscal agent to hire staff and ensure that health care and programming is comprehensive and relevant to the people housed at the campus.

This second Amendment proposes to use CARES Act funding to reimburse acquisition costs related to the purchase of Santa Fe Suites, such as appraisal, financing, and legal and transactional services. As cash entered into the project, the funds will then support the implementation of extended services

and partial subsidy of units occupied by residents whose rent is not currently subsidized.

Projects

#	Project Name
1	Homewise Mortgage Principal Reduction
2	Santa Fe Habitat Home Repair
3	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
4	Santa Fe Civic Housing Authority Villa Consuelo Rehabilitation
5	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
6	SFPS Adelante Expanded School Liaison Project
7	Coming Home Connection-Casa Cielo
8	Interfaith Women's Summer Safe Haven Shelter
9	Youth Shelters and Family Services Street Outreach Program
10	Project Administration
11	Housing Trust Principal Reduction
12	Midtown Shelter - CV
13	**Santa Fe Suites - CV**

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Ten (10) of the community projects under subrecipient professional service agreement contracts with the City, were selected for presented strategies that address the highest and immediate needs in the community, to include organizational effectiveness, the ability of the organization to leverage funding for the projects, and to positively and sustainably impact the most individuals in need. The Housing Trust, though not selected in this year's funding proposals, will remain active as a result of anticipated Program Income generation from previous year CDBG funding. Allocations for projects reflect approximately 15% usage of the CDBG grant for public service projects, 3% for public facilities improvements, 29% for mortgage reduction assistance, 19% for home repairs, 14% for soft costs in the development of affordable rentals as well as rehabiliation of affordable rentals, and 20% for project management and administration.

Amendment #1: The Midtown Shelter project will directly address the highest and immediate need in the community which is to protect public health as related to the COVID-19 pandemic. Another goal is to improve the individual health outcomes of individuals and families experiencing homelessness who do not have a home or a safe place to be quarantined and remain socially distant. A longer term goal is to connect these shelter residents to supportive services and permanent housing. NMCEH was selected as the City's partner because of its organizational effectiveness, its ability to leverage funding for the

project, and to positively and sustainably impact the most individuals in need.

Amendment #2: The current amendment proposes to partially reimburse Community Solutions for transactional costs related to the purchase of Santa Fe Suites. These include appraisal fees, due diligence services, financing charges, and legal services fees required by the funding and closing on the purchase of the property. In turn, these funds will be added directly to the project's current operating budget allowing them to supplement services provided at the property as well as directly subsidizing rental and other housing costs as needed.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Homewise Mortgage Principal Reduction
	Target Area	Citywide
	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction Homebuyer Training and Counseling Fair Housing Outreach
	Funding	CDBG: $338,000
	Description	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: $20K limit per h/h. Organizational Mission: To help create successful homeowners so that they improve their financial well being and contribute to the vitality of the community. Project Services: Assist 10-15 homeowners earning below 80% AMI in the City of Santa Fe to establish home ownership through mortgage reduction assistance services. This project addresses the following goals from the AFH:1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords. Of the $330,000: $188,000 sourced from CDBG 2019 funding and estimated $150,000 from anticipated Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: $20K limit per h/h.
	Location Description	1301 Siler Rd., Santa Fe, NM 87507
	Planned Activities	Homewise will provide mortgage principal reduction assistance to homebuyers who qualify and have completed educational requirements for eligibility.
2	**Project Name**	Santa Fe Habitat Home Repair
	Target Area	Citywide

	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Homeowner Opportunities AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $124,715
	Description	Emergency repairs for homeowners earning below below 60% AMI (CDBG). Limit of $10K per h/h. Organizational Mission: Santa Fe Habitat for Humanity promotes affordable home ownership for Santa Fe area residents by constructing simple, adequate and safe houses through the cooperative efforts of volunteers, partner families, donors and staff. Project Service: Will provide home repairs for 20-29 households earning less than 60% AMI.This project addresses the following AFH goals:1. Create more affordable, quality housing that is equitably distributed throughout the City. Preserve and improve existing housing occupied by low and moderate income renters and owners. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	30 Households earning less than 60% AMI. (Historically this program serves majority of elderly homeowners earning less than 50% AMI).
	Location Description	2520 Camino Entrada Ste. A, Santa Fe, NM 87507
	Planned Activities	Habitat for Humanity will provide emergency home repair for homeowners who qualify for the assistance.
3	**Project Name**	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
	Target Area	
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing

	Needs Addressed	Rental Units & Support Services AFH Factor: High Housing Costs AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $47,100
	Description	Predevelopment, acquisition and soft costs for (45) Affordable rental unit development. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will develop an affordable townhouse unit style on Calle La Resolana. The development will provide housing for 45 households earning below 80% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	45 households earning less than 80% of AMI will be served to include (11) ELI and (34) LI.
	Location Description	1115 Calle La Resolana, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will provide pre-development activities for affordable rental development comprised of 45 units.
4	**Project Name**	Santa Fe Civic Housing Authority Villa Consuelo Rehabilitation
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Rental Rehabilitation AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $47,100

	Description	Villa Consuelo offers 100 Infill Rental Units and Support Services for Low Income households at or below 50% AMI. Funds will be used for soft costs associated with rehabilitation of 100 units to replace HVAC, windows, floor coverings, bathrooms and kitchens and bring each unit into 100% ADA compliance. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will rehabilitate the affordable units at Villa Consuelo which are inhabited by individuals earning at or below 50% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of (100) households earning less ELI-MLI, mainly seniors, will benefit from the rehabilitation of the rental units.
	Location Description	1200 Camino Consuelo, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will rehabilitate 100 affordable rental units.
5	**Project Name**	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter
	Funding	CDBG: $21,660

	Description	Security system expansion for the TLP/Cold Weather Shelter serving (30) ELI-LI youth ages 17-21. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will install an expanded security system for the Youth Emergency Shelter and Transitional Living Program/Cold Weather Shelter in order to increase mitigation of unauthorized resident contact with non-residents, flight of minors, co-mingling, and provide security for on-site staff.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (30) individuals ages 17-21 will benefit from the proposed project. The Youth Emergency is a 24-hour safe haven for youth in crisis ages 10-17. The Transitional Living Program is a supervised home and apartment setting for youth ages 17-21 attending school, job training, or working as youth transitioning to independence. The Cold Weather Shelter is a winter emergency shelter with 8 beds where youth can stay nightly during the coldest months.
	Location Description	4435 Airport Rd., Santa Fe, NM 87507
	Planned Activities	Youth Shelters and Family Services will expand the security system for the TLP and the Cold Weather Shelter.
6	**Project Name**	SFPS Adelante Expanded School Liaison Project
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 4: Create more access., afford. qual. hou AFH Goal 5: Improve access to high quality schools AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Support Services for Homeless and At Risk Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $32,970

	Description	The liaison project links Adelante parents, their children K-12. Organizational Mission: The Santa Fe Public School (SFPS) Adelante Program works to strengthen opportunities for the academic achievement and life success of Santa Fe children and youth who are experiencing homelessness. Based on the federal McKinney-Vento Homeless Assistance Act, SFPS Adelante Program is part of the Santa Fe Public Schools and a fiscal project of Santa Fe Partners in Education Foundation. Services are bilingual and include advocacy, tutoring, evening programs, case management and providing material aid such as school supplies and clothing. Project Services: SFPS Adelante will provide staffing for multi-level, bilingual services to students and their families. The increased staffing will facilitate and expand access to long term, stable housing for a minimum of eight hundred and fifty (950) children, youth and their families experiencing homelessness. Children ages birth through five years of age, receive appropriate support in order to be prepared for Kindergarten. School age children experiencing homelessness receive the appropriate support to succeed in school. School age youth that are disconnected from school and experiencing homelessness will receive support to re-engage with school or attend an alternative program with career pathways.This project incorporates actions from the following AFH Goals: 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (950) youth and ELI/and or Homeless families will benefit from the proposed activities.
	Location Description	1300 Camino Sierra Vista, Santa fe, NM 87505
	Planned Activities	SFPS Adelante will provide housing and educational support services to youth and their families qualifying as homeless through McKinney-Vento.
7	**Project Name**	Coming Home Connection-Casa Cielo
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations AFH Goal 4: Create more access., afford. qual. hou
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Accessible Housing for Disabled
	Funding	CDBG: $18,856

	Description	Staffing for End of life home and services for 15 Homeless, ELI and LI individuals. Organization Mission: For over ten years Coming Home Connection has provided skilled and compassionate in-home care to those in need in Santa Fe and the surrounding counties. They provide unique volunteer-hybrid model combines free and low-cost care, administering services to a wide range of people regardless of their ability to pay. Caregivers, all of whom are trained and background checked, are committed to honoring the dignity and privacy of each care recipient, and providing the highest quality of care. Project Goals: Casa Cielo will provide staffing specializing in care for the end-of-life and hospice support, for (15) elderly, indigent and ELI-LMI individuals facing end of life housing and care needs.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (15) homeless, ELI-LMI individuals facing the end of their life will benefit from the proposed activities.
	Location Description	418 Cerrillos Rd. #27, Santa Fe, NM 87501
	Planned Activities	Coming Home-Casa Cielo will provide end of life services and housing for individuals facing terminal illness and/or are at the end of their life stage.
8	**Project Name**	Interfaith Women's Summer Safe Haven Shelter
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $28,000
	Description	Staffing for Support Services/Emergency Shelter: WSSH will provide safety, security and community for 160 women and their children from May through October 2019. Organizational Mission: Interfaith Community Shelter offers hope and a safe place for anyone who is homeless or vulnerable as they overcome adversity, providing short-term survival services and long-term services in collaboration with other local service provider partners. Project Service: Interfaith will increase staffing for the Women's Summer Safe Haven (WSSH).This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (160) homeless/at risk for homelessness ELI to LI women and their children will benefit from the proposed activities.
	Location Description	2801 Cerrillos Rd., Santa Fe, NM 87505
	Planned Activities	Interfaith Shelters will provide shelter services for women and their children who are homeless or at risk for homelessness from May-October in 2019 and May-June in 2020.
9	**Project Name**	Youth Shelters and Family Services Street Outreach Program
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $18,840
	Description	Funding will provide staff for outreach services at the Interfaith Community Shelter during the Winter season and during year-round Resource Center hours. Additional relief staff hours will continue at the drop in center to ensure shifts are covered. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will provide staffing for street-based critical services such as food, water, clothing emergency aid supplies, tents, backpacks, sleeping bags and blankets to six hundred and fifty (400) ELI youth up to age 21. The Street Outreach Program also has a Drop-in Center where youth who do not have a safe place to live can shower, do laundry and receive case management support services.This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum number of (400) homeless/ELI-LI individuals will benefit form the proposed activities.
	Location Description	402 S. St. Francis Dr., Santa Fe, NM 87501

	Planned Activities	Youth Shelters and Family Services will provide outreach and linkage to housing services to youth and young adults who are homeless or at risk for homelessness.
10	**Project Name**	Project Administration
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $131,810
	Description	Administrative and staff activities associated with CDBG projects and services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated total number of (1,700) ELI-MI individuals and households to benefit from the proposed CDBG projects.
	Location Description	500 Market Street, Suite 200, Santa Fe, NM 87501
	Planned Activities	Administration of 2019-20 CDBG projects.
11	**Project Name**	Housing Trust Principal Reduction
	Target Area	Citywide

	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction AFH Factor: High Housing Costs
	Funding	CDBG: $50,000
	Description	Provide mortgage reduction assistance for homeowners 80% AMI and below through Program Income. Of the $50,000 expected in resources, 100% will be Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that approximately three households will benefit from this mortgage reduction assistance activity funded through the generation of Program Income.
	Location Description	1111 Agua Fria St., Santa Fe, NM 87501
	Planned Activities	Mortgage reduction assistance provided for up to three households earning 80% or less of AMI.
12	**Project Name**	Amendment #1: Midtown Shelter - CV
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk
	Funding	CDBG - CV: $361,227
	Description	The City will dedicate dormitory rooms and student housing facilities to house a total 150 homeless people. The objective is to prevent infection, address health needs for infected people and reduce the likelihood of an outbreak among homeless people. CARES funds will be used to support coordinated case management services and shelter staffing in response to the COVID-19 pandemic, as well as basic operating costs for the shelter, including meals, linen services, office supplies, insurance, cleaning and disinfecting services and personal health care/hygiene items for guests.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that 150 homeless people will be housed at the Midtown Shelter.

	Location Description	1600 St Michael's Drive, Midtown Property (formerly the Santa Fe University of Art and Design)
	Planned Activities	Most of the people housed at Midtown are homeless or without a safe place to be quarantined or to maintain social distancing. As such they are highly vulnerable to infection from COVID-19 and also likely to spread the virus if living on the streets or in a shelter. Other case management needs are also provided. For those who are COVID positive or awaiting test results, medical support will be coordinated to ensure proper quarantining protocols, in addition to referral to more intensive medical care if needed. Residents are provided a single occupancy room with a TV and three meals per day. The shelter also provides a safe place for people discharged from the hospital (either post treatment or for other reasons), recovery programs and detention facilities. Also important, is that converting this facility to house homeless people reduces the population density at the area shelters, enabling them to observe social distancing guidelines. The shelter also provides a safe place for people, either infected or vulnerable to infection to be discharged from hospitals and other institutions.
13	**Project Name**	Santa Fe Suites – Acquisition, Operations, Subsidy
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Acquisition and Rehabilitation AFH Factor: High Housing Costs AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: $581,333
	Description	Santa Fe Suites offers 122 studio apartments for three different income ranges: workforce renters (below 120% AMI), very low income renters (below 60%AMI) and individuals and families transitioning out of homelessness (below 30%AMI). Put into service in late 2020, the property is owned by a national nonprofit, Community Solutions, and operated by St Elizabeth Shelter as a permanent supportive housing option for people transitioning out of homelessness. Support services are offered on site and several renters are subsidized with rental assistance from other state and federal sources. Programming continues to be developed as needs emerge.

	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of (40) households earning less ELI-MLI, mainly households transitioning from living in hotel stays and local shelters, will benefit from enhanced support services and rental subsidy.
	Location Description	3007 S **Saint Francis** Dr, **Santa Fe,** NM 87505
	Planned Activities	Use reimbursement funds to directly infuse cash into the property's operating budget to further support services provided on site and partial rental subsidy.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing and provided related services citywide, rather than focusing on a specific area or neighborhood. Though it is desired to utilize CDBG towards rental units such as the Soleras Station project and additional rental developments in the Midtown Campus Qualified Census Tract, the developer expense of constructing these is challenging in the absence of Low Income Housing Tax Credits. One LIHTC project (Calle La Resolana) chosen this year will be developed along the main corridor of the City near Cerrillos Rd and will serve a growing area of need. The LIHTC application and award timeline does not often synchronize with that of CDBG; however, if future projects of this type are awarded and CDBG funding becomes available later in the year, it can be used towards them, such as in the case of Stage Coach Apartments in previous years.

The final high priority of the CDC is funding public facilities that most closely serve households transitioning out of homelessness as well as funding public services that help very low income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All programs for the 2019 CDBG program year will serve extremely low to moderate-income residents throughout the City as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with more population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also

the same standard for home improvement funds. Likewise, public service programs that serve at risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve the City's housing opportunities. Reflecting that objective, the funded projects in this plan serve the homeless both through public services that provide support and referral to housing as well as end of life needs for homeless and/or ELI-LMI individuals. The public service projects are Adelante School Liaison, Youth Shelters Outreach and Drop In, Interfaith Shelter's Women Safe Haven, Coming Home Connection-Casa Cielo. Installation of an expanded security system for the Youth Shelters and Family Services TLP/Cold Weather Shelter is a facility improvement project to serve homeless youth to young adults. Maintenance of homes and energy efficiency upgrades with home repair assistance and affordable rental rehabilitation projects include Habitat for Humanity Home Repair and the Santa Fe Civic Housing Authority-Villa Consuelo Apartments rehab. An additional development project of affordable rental units with an emphasis on sustainable design is the Santa Fe Civic Housing Authority-Calle La Resolana which are also included in 2019-2020 funding. Finally, home ownership opportunities are increased for LMI households through the Homewise-Mortgage Principal Reduction Assistance project. Delivery of these services is provided through the City's network of nonprofit partners which ensures they are effective, responsive and timely.

One Year Goals for the Number of Households to be Supported	
Homeless	150
Non-Homeless	158
Special-Needs	0
Total	308

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	45
Rehab of Existing Units	130
Acquisition of Existing Units	0
Total	175

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Households shown above to be supported through CDBG funded affordable housing in 2019-20 include

OMB Control No: 2506-0117 (exp. 09/30/2021)

estimates of (158) households receiving support through downpayment assistance and affordable rental developments. Calle Resolana will provide (45) new units, Habitat for Humanity and Villa Consuelo projects will provide (130) rebabbed units. The total projects addressing homelessness for the 2019-20 fiscal year will serve the following through public service and shelters: 950 households served through Adelante; 160 women provided shelter at the Women's Safe Haven; 400 youth households reached through outreach and other services; 3 through the Coming Home Connection End of Life services; and 30 through the Youth Shelters and Family Services TLP/Cold Weather Shelter security system expansion. Non-homeless households include: 30 households provided home repair and energy efficiency upgrade assistance; 100 households served with rehabbed, affordable apartment rental units; 45 households served with new affordable rental units; 12 individuals provided with end of life services through Coming Home Connection-Casa Cielo and 12 households provided with homeownership opportunities through mortgage principal reduction assistance with Homewise. The 2019-2020 projects listed also address the fair housing goals outlined in the City's AFH Plan.

In addition to the above stated CDBG funded projects, a LITHC mixed-use development proposal was approved for 65 units at the Siler Yard to be completed in 2020.

Amendment #1: This amendment proposes directly addressing the shelter and services needs of 150 individuals and families, who are currently unhoused during the COVID-19 pandemic. The dual purpose of this project is to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective is to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests can be discharged, as well as sheltering people leaving detox/recovery programs or detention centers who would otherwise be vulnerable to infection.

Amendment #2: The second amendment proposes to use CARES Act funds to further subsidize the operations and rental costs for 40 residents/units at the Santa Fe Suites property. Importantly, these funds will support the development of robust, on site programming for people transitioning out of homelessness, or temporary housing situations deployed to meet pandemic-related housing needs such as long term hotel stays or the Midtown Shelter.

AP-60 Public Housing – 91.220(h)

Introduction

This section describes how the City and the local housing authorities will work together to address the needs of residents of public housing, Housing Choice Voucher holders and other extremely low income residents.

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 490 units of public housing, and manages 670 housing choice vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Currently, 269 people are on the public housing waiting list for a housing authority apartment unit, and approximately 171 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for public housing. The wait for a unit is between 18 and 24 months; however, the waiting list is only open on a lottery basis at designated times during the year.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. For the upcoming year, funds will be used to rehabilitate public housing units to bring them up to current code requirements, improve energy efficiency, and update other quality of life amenities.

As noted in the project list, the Santa Fe Civic Housing Authority, will update 100 units at Villa Consuelo and were granted CDBG rehab funding for soft costs associated with this project.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both PHAs provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The PHAs are not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. The City has to subordinate and amend its lease agreements with the housing authority every time a funding application is submitted. During the program year, the City expects to put out for RFP the donation of another parcel of City-owned land and anticipates that the housing authority will submit a proposal to develop approximately 60 units of affordable rental housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent “at-risk” populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City has incorporated the mission of "Built for Zero" (BFZ) to address chronic homelessness in 2019. The BFZ project is a national, evidence based model used to end homelessness: https://www.community.solutions/what-we-do/built-for-zero. The first step to the model is to identify those who are homeless by August 2019, within the community, by name, followed by a strategic, coordinated outreach and networking system of linking homeless individuals and families to services as well as housing. The goal indicator for the BFZ program is a significant reduction (30%) in homelessness by January 2020. Service prioritization is made through the development of a simplified VI-SPDAT (Vulnerability Index-Service Prioritization Decision Assistance Tool). Finance consultants at Community solutions, the umbrella organization for the BFZ program identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing that will remain tied to the coordinated entry system providing a continuous housing supply for those in need.

Those who are facing homelessness or special needs are now able to benefit from long range transportation for access to VA services in Albuquerque and SOAR model benefits application assistance through YSFS, Life Link and Adelante. These are added services that are currently provided by organizations throughout the City and greatly contribute expanding access for consumers.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

All of the city’s nonprofit partners who work with homeless persons have extensive outreach activities and the City will be working to better coordinate outreach to make sure we are reaching everyone. The Resource Center called Pete’s Place, is part of the existing Interfaith Shelter and offers emergency beds in winter, meals and clothing. Most importantly, the organization brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing,

transportation are a few of the services provided at Pete's Place, which is partially funded through local funds allocated through the City's Human Services Division. In response to direct community need, Interfaith proposed the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season. For the 2019-20 program year, the City allocated CDBG funds to provide safe shelter for women and expect to serve up to 160 women and their children.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic and veteran homelessness in participating communities. Since Santa Fe has met the federal benchmarks for effectively ending veteran homelessness, current efforts will concentrate on housing all of those in the City who are chronically homeless. The coordinated entry system will be used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the approximately 100 individuals who are currently chronically homeless in Santa Fe.

Addressing the emergency shelter and transitional housing needs of homeless persons

St. Elizabeth operates two emergency shelters and three longer-term supportive housing programs. Its Men's Emergency Shelter has 28 year-round beds along with a library, TV room, laundry, showers and intensive case management. *Casa Familia* has 10 beds for single women, eight rooms for individual families, and can accommodate up to 30 people, depending on family size. It also has a TV/play room, dining room, laundry and donations room where clothing and toys are available for guests. These shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues and both have a program manager, case managers and supervisory staff. *Casa Cerrillos* is a permanent housing program with 28 apartments for adults with disabilities, many with co-occurring substance abuse problems. Siringo Apartment is a permanent housing program with eight apartments for seniors. *Sonrisa Family Shelter is a transitional housing program* with eight apartments for families with children. It has a two-year stay limit within which time families are expected to have overcome the issues leading to their becoming homeless and have saved enough funds to successfully move in to housing of their own. All three supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

Interfaith Community Shelter is a largely volunteer agency consisting of 40+ faith and community groups and nearly 2,000 active volunteers. ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, the three

components of programming are the Seasonal Night Shelter; the Day Services Program; and the Women's Summer Safe Haven. Resource Days operate three days a week, year round, with 12 partner provider agencies.

Life Link, established in 1987 in a motel, has evolved into a highly effective behavioral health and supportive housing center. At *La Luz*, 24 apartment units and an additional 74 City wide scattered-site units are provided to people with mental illness and other co-occurring disorders, based on the permanent supportive housing model. Life Link provides extensive outpatient treatment, pyscho-social rehabilitation, homeless prevention and rental assistance, peer support services and onsite healthcare screening.

Esperanza is a full service organization offering advocacy, counseling, case management and legal advocacy for survivors of domestic violence. It operates a 24/7 Crisis hotline 1-800-473-5220, as well as, a shelter that can house up to 32 people. The organization also offers comprehensive non-residential counseling services.

Youth Shelters and Family Services. Youth Shelters and Family Services helps hundreds of homeless, runaway, and at-risk youth each year. The organization annually provides thousands of bed nights for youth through its emergency shelter, cold weather shelter, transitional living, and rapid rehousing programs. In addition, services are provided through the organization's drop-in center, street outreach, counseling center, pregnant and parenting initiative, youth appropriate referrals, case management, skill building services and activities geared toward self-sufficiency and readiness for adulthood. Youth ages 10-17 can stay at the emergency shelter for 1 - 90 days, youth ages 17-21 can stay in the transitional, apartment-style living units for up to 18 months, and youth ages 18-24 can stay in the scattered site rapid rehousing apartments for up to 2 years.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". A newly formed Homeless Task Force began meeting in October of 2017 to analyze and provide recommendations to the Governing Body "to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience." The task force reported back to the Governing Body and these recommendations shaped the 2018-2022 Consolidated Plan planning process. Also, the NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is

given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City of Santa Fe has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and the soon-to-be finished Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. The City has contributed financially in various ways to each of these projects. During the 2019-20 program year, the City proposes to use $47,100 of funds to support the rehabilitation of Villa Consuelo Apartments, a 100-unit property that provides housing for at risk populations earning at or less than 50% AMI. The Coming Home Connection-Casa Cielo program will provide hospice beds for a minimum of 3 homeless individuals and 12 ELI-LMI at risk for homelessness individuals facing end of life needs.

Amendment #1: An important component to the shelter provided at Midtown is matching residents with the necessary social services to meet and improve the other social determinants of health. Another piece is to streamline outreach with connecting people to shelter The City anticipates that the Midtown Shelter will provide the basis for better data collection (understanding who is homeless and who needs help) and integrating them into a coordinated system of social services.

Amendment #2: The 40 units at Santa Fe Suites dedicated to residents who are transitioning out of homelessness and temporary housing situations address a major gap in Santa Fe's efforts to end homelessness. The city's homeless services providers have ample capacity to provide emergency housing but there is a deficit of long-term units in the affordable housing market place. For people whose stays in shelters have been recurring, having a permanent home is truly life-changing in that other social services, mental health and medical needs are simultaneously addressed.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's CDBG entitlement funds and local funds will be used used to support those with special needs through Adelante, Life Link, the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or to make the transition to permanent housing. The City's Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter for youth with special needs and/or at risk of homelessness), Interfaith (Women's

and Community Shelter for women with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless students in Santa Fe Public Schools. CDBG funds are being used to provide enhanced security for homeless youth (Youth Shelters and Family Services TLP/Cold Weather Shelter), as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters. Casa Cielo is a new program funded through CDBG for 2019-2020 and will address the needs of elderly and/or terminally ill individuals facing end of life transitions. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of at-risk-for-homelessness-serving organizations (LifeLink, SFPS Adelante Program, YouthWorks and the Santa Fe Recovery Center) These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors and those starting a new chapter toward addiction recovery within the community. It was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents.

The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems.

Amendment #1: A primary focus for the project proposed in this amendment is to streamline the placement into housing of people being discharged from institutions, detention centers and recovery programs. Without a safe and socially distant place to stay, many of these people would be even more vulnerable to infection than the average person.

Amendment #2: This second amendment proposes to support the next step for serving the residents of Midtown and long term hotel stays, as well as those transitioning from immediate homelessness. Importantly, the Santa Fe Suites will provide a long term housing option for those who would otherwise be most at risk of Covid infection and spread.

Discussion

See above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development--particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice and has submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the new federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities. Some of the barriers or impediments to affordable housing identified in the 2011 AI still exist according to the 2016 analysis and mitigation steps are incorporated in the 2018-22 Consolidated Plan as well as the 2019 Annual Action Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

1. Lack of affordable housing; efforts are being made to introduce an ADU ordinance which will ease restrictive Land Use codes for building accessory dwellings, and therefore, provide incentive for infill development and increased accessory dwelling housing throughout the City.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, *and* the lack of public transportation; CDBG projects funded through the RFP process are scored based upon livability and sustainability to include higher scoring for walkability to services, transportation and quality schools.
3. Lack of fair housing information and supportive services; The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The Annual Action Plan and projects chosen for the year are largely influenced by the needs outlined in the FHA.
4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice; one quarter of these survey respondents identified this as a "very serious" contributing factor; The public engagement survey application of MetroQuest, will be incorporated into the outreach plan and used to provide an online venue, accessible through the City's website and social media. The application will be utilized to attract a more demographically diverse representation in voices and opinions to be shared throughout the City.

The City works with Spanish speaking fair housing advocates that actively meet with approximately 75 local small businesses and non-profit organizations that distribute fair housing literature published by the City and describe tenant rights.

The City of Santa Fe has been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These include the Siler Road corridor and the Midtown Local Innovation Corridor District, or Midtown LINC, at St. Michael's Drive.

Currently in place, an amendment to the City's Chapter 26 of the city's code which governs the Santa Fe Homes Program and allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, averaged over three income tiers, and HUD's Fair Market Rent. In the upcoming year, the code will sunset and will be amended to appropriately charge fee amounts, provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The objective is to generate enough revenue to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen up some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

Discussion:

The most recent data shows a current occupancy of almost 98 percent for all rental housing in Santa Fe. In the furtherance of planned actions to ameliorate barriers, the City has researched development proposals with the Land Use department, affordable housing service providers and with the County and as a result, provides general information on developments in this section. The Office of Affordable Housing is tracking the following apartment development proposals that have come up within the past year which are in varying stages:

Rodeo Village: a proposed 188-unit market-rate apartment project located on Rodeo Road, just west of St. Francis Drive and adjacent to the railroad tracks. The site area is just over eight acres, and the project will include multiple buildings of two and three stories, plus amenities to include a fitness center and pool. Construction is anticipated to commence by the end of 2019.

Gerhart Apartments: A 258-unit apartment complex proposed for an approximate 11-12-acre site on South Meadows Road in SW Santa Fe. It has not received development approvals, but was recently awarded an upgrade in zoning from R-1 to R-21. All units would be available at market rent (no income-

restricted) and would target a mid-price apartment tenant. At this time, an affordable housing payment fee-in-lieu has been discussed.

Madera Apartments: A 355-proposed apartment complex that is currently seeking land use approvals for a zoning change to accommodate higher density use. Located near Gerhardt and with easy access to the bypass route, the units could provide much needed workforce housing for those commuting downtown or even to Albuquerque.

Markana Apartments: A 188-unit project in the development approval process that is proposed for a 7-acre site near Home Depot. The units will be rented at moderate rents and residents will have easy access via transit to Santa Fe's main commercial areas.

Turquesa Apartments: A 240 unit apartment project that has received final approvals from the Planning Commission. Located near the Santa Fe Place Mall, the site offers great access to shopping, transit, other amenities and the Arroyo Chamiso bike trail.

Vizcaya III: the final phase of an existing rental property, this project will offer 52 units, with a mix of 1 and 2 bedroom sizes. The site is located near shopping areas, transit and a trail connection to the Arroyo Chamiso trail.

Capital Flats: this project is located in a redeveloping mid-town area near the Capital Station Railrunner Station and will provide 139 studio, 1BR and 2BR units. The property is within walking distance of several retail centers and the Rail Trail which connects to the Acequia Trail and the Arroyo Chamiso trail for bicycle and pedestrian connectivity.

Acequia Lofts: this multifamily community is planned for site off Agua Fria road, in a transition area between single family neighborhoods and the more commercial and mixed use areas near the intersection with Siler Road. 120 units will be built in a combination of 1BR and 2BR sizes. The site is located near the River Trail and easy biking distance of downtown, shopping areas, and community amenities.

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes additional efforts to address obstacles to meeting underserved needs, promote efforts to coordinate and facilitate the many elements related to housing, create suitable living environments, and promote economic development for low and moderate income persons.

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many locals to afford housing. As noted earlier, the recession helped to level out skyrocketing appreciation, which has made homeownership more affordable for those with moderate incomes. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the lack of available resources. With continuing reductions in the available resources, the number of people and the extent to which they can be served is declining. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. However, recovery from the damage that was done to the financial status of many households, especially low and moderate income households, is still slow; for many, recovery has not happened. The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the community's needs.

Even before the economic downturn, a common obstacle to the underserved need of homeownership for Santa Fe residents was lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs.

A focus in 2018 as well as 2019, has been on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic

vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services. The Youth and Family Services Division funds several programs that serve homeless and those with special needs and the City's Office of Affordable Housing provides funding to support homebuyer training and counseling and support for existing homeowners through home repair, refinancing, and Home Equity Conversion Mortgages (HECM).

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and 15% for rental units. As mentioned in AP-75, an ordinance amendment allows for a fee in lieu to be paid, by right, for multi-family rental development. The fee is calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees. The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is

required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an already existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City will work toward implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects breaking ground in 2019-2020 will provide continuity in 2019 for this focus.)
- Fund a local housing voucher program to provide assistance to the homeless and near homeless; (Local funds will support a voucher program administered through Life Link.)
- Modify the Santa Fe Homes Program (SFHP) so that the rental requirement is relevant to the housing needs in the community. (Underway)
- Work with for-profit and non-profit organizations to develop one new multi-family, mixed income rental property. Total units not to exceed 100 per project (Support for the Siler Yard is ongoing);
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe.

Specific programs that reduce the number of poverty level families are:

- Conserve and maintain Santa Fe's existing housing stock and residential neighborhoods.
- Continue to support rehabilitation loan programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water

heaters.

- Support the SFCHA's ongoing RAD conversion projects to renovate public housing units, building new units when feasible.

Actions planned to develop institutional structure

During the current program year, the City will continue the successful institutional delivery efforts and, when needs arise, work with partners to address those challenges with program delivery.

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner as possible. The sub-grantees are then able to leverage additional programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The main strengths of the current institutional delivery system is the wide range of services provided by the City or the funding of Non-profit organizations to offer an array of services to low to moderate income residents. The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2019 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, the newly formed Mayor's Task Force on Homelessness, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development for the increase of affordable

workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community. The Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. CDBG funds are being used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; and support for low-mod homebuyers/homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The most obvious gap is the reduction in funding on all levels from the federal to the local levels. Another effect of the recent economic downturn is the increase in households at risk becoming homeless or experiencing episodic homelessness. Without an increase in resources to support services and facilities, the service providers are grappling with limited capacity to meet emerging needs. In response, the Santa Fe City Council has supported an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach a those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at risk youth and people with special needs and disabilities.

Future production of new units will need to reflect the needs of emerging populations, specifically older,

smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow “aging in place” and entrepreneurial activities. As a manner of addressing these needs, a new resolution to increase accessible dwelling units is in the works with Land Use and Housing partnering to create solutions to the challenge. The resolution, if adopted, will affect zoning regulations and density barriers, and proposes ADU's as age in place alternatives that will also serve to provide much needed, additional infill housing inventory throughout the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section identifies program income that is available to the City of Santa Fe for use that is included in projects to be carried out during PY2019.

Projects funded for FY2019-2020 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – down payment assistance for homebuyers and home improvement for low-to moderate-income households as well as rental rehab projects and new affordable rental development. Public services are limited to 15% of the entitlement award and for this upcoming year four projects were funded: Adelante Elementary School liaison, Youth Shelters Outreach and Drop In Center, the Womens Summer Safe Haven Shelter and Coming Home Connection-Casa Cielo. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those 81-120 AMI%.

The activity proposed for funding in this amendment will not result in the generation of program income.

See above.

City of Santa Fe, New Mexico
Memorandum

DATE: July 19, 2021

TO: Governing Body
Finance Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police AP (7-22-21)

FROM: Ben Valdez, Deputy Chief of Police B Valdez DC 7/21/21

ITEM AND ISSUE:
Request for the Approval of FY22 Police Vehicle Purchase Request. Total Amount is $(1,155,371.32) for the vehicles, equipment and labor costs associated with each vehicle. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 15 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The following is the list of vehicles to be purchased.

VEHICLES	COSTS	ORG#	OBJ#
Ford Interceptor Utility Hybrid (12)	$457,536.00	2230310	570950
Ford Expedition SSV (2)	$84,206.00	2230310	570950
Ford F-250 Truck (1)	$31,372.00	2200068	570950
Total costs for 15 vehicles:	**$573,114.00**		

EQUIPMENT	COSTS
Vehicle docking mounts, laptop docking stations, printer, driver's license reader, and accessories	**$22,734.30**
Panasonic Toughbooks	**$67,725.00**
Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.	**$376,984.45**
Motorola Solutions communication and software	**$99,711.57**
Kennel for Animal Services Truck	**$15,102.00**
Total costs for emergency equipment, laptops and installation	**$582,257.32**
Total purchase cost: Vehicles, equipment and installation	**$1,155,371.32**

Andy Hopkins
Andy Hopkins (Jul 28, 2021 10:04 MDT)
Jul 28, 2021

Additional Equipment Expenses
Additional equipment expenses to upfit the (15) vehicles includes Cradlepoint Vehicle wireless routers with accessories and the K9 Vehicle inserts for the two Expedition SSVs. The Cradlepoint devices are being purchased by the City of Santa Fe ITT Department and the K9 Vehicle insert is being purchased with funding awarded to the City of Santa Fe by the 2020 State Homeland Security Grant. The additional equipment expenses are being provided for informational purposes only.

EQUIPMENT	COSTS
Cradlepoint Vehicle wireless router, antenna and accessories	**$15,870.00**
K9 Vehicle Inserts and associated equipment (2020 State Homeland Security Grant)	**$9,901.32**

Ford F250 Truck
One truck will be purchased to replace an Animal Services Truck. The full size truck platform is needed to accommodate the large kennel that safely transports animals found to be running at large, injured animals for veterinary care, and deceased animals. In addition, the vehicle has to be capable of towing a horse trailer when needed to deploy for horses and livestock running at large.

The vehicle requires four wheel drive capability to complete the above tasks in inclement weather and in areas where roads are not well maintained within our jurisdiction.

The vehicle will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our Dispatch Communications System and Records Management System.

Ford Expedition SSV
Two Ford Expedition Special Service Vehicles (SSV) will be purchased for the K9 Unit. The K9 Unit initially were issued Police Interceptor Utilities and it was identified through daily use that the vehicles lacked the capacity needed for Patrol Duty equipment, K9 Equipment and personal protective equipment (PPE) used by both the handler and police service dog during tactical deployments. The full size utility platform is needed to accommodate the K9 kennel insert that safely transports the police service dog and to provide sufficient interior space to store Patrol Duty equipment, K9 Equipment and PPE. The two current Interceptor Utilities will be utilized by our newly selected K9 Officers until we are able to replace them with the (2) additional Expedition SSV or equivalent platform. At that time, the Utilities will be utilized as loaner vehicles for the K9 Unit until they are unserviceable.

The vehicle has four wheel drive capability to allow deployment during inclement weather and in areas where roads are not well maintained within our jurisdiction. The standard vehicle engine and only offering is a 3.5L EcoBoost V6 engine and a 10 speed automatic. The vehicle is not currently offered in a Hybrid powertrain.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment, and K9 equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The vehicle will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our Dispatch Communications System and Records Management System.

Ford Police Interceptor Utility Hybrid
Twelve Police Interceptor Utility Hybrid vehicles will be purchased to replace the current Police Interceptor sedans and Police Interceptor Utility vehicles that are in need of replacement on Patrol. The vehicles will be up fitted with the latest communication equipment including police radios, mobile data terminals, and modems to work with our Dispatch Communications System and Records Management System.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and also minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The Police Interceptor Utility as the first-ever pursuit-rated hybrid police SUV. The vehicle maintains the capability as a pursuit rated vehicle for emergency response, but with a significant potential fuel savings and reduced CO2 emissions. The on-board electrical equipment, including mobile data terminal, emergency lighting, and climate control system, can be powered using the lithium-ion hybrid battery. This allows the gasoline engine to shut off requiring it to run only intermittently to charge the battery.

With each vehicle we are anticipating a savings of approximately $3,028 in fuel per vehicle a year if fuel is $3.09 a gallon (*current fuel cost in Santa Fe on 7/20/21*). On our last vehicle purchase request a $2,695 savings was estimated if fuel was $2.75 a gallon. As the cost of fuel increased from last year, it clearly demonstrates we are prepared for any potential fuel cost increases to come. The potential overall cost savings in fuel for the 5 year service period for a Patrol vehicle is currently $15,140 per hybrid vehicle. The total fuel savings for the 12 hybrid vehicles is $36,336 per year and $181,680 over their 5 year service period.

The hybrid vehicle comes standard an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department plans to continue transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles, and also maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement [Chalmers Ford] # 00-00000-20-00121 which expires on November 12, 2021.

The procurement method is the NM Statewide Price Agreement [MHQ of NM] # 60-000-15-00032 which expires on March 22, 2022.

The procurement method is the NM Statewide Price Agreement [Enchanted Technology Solutions, LLC] # 10-00000-20-00048 which expires on November 17, 2022.

The procurement method is the NM Statewide Price Agreement [Motorola Solutions] # 10-00000-20-00048 which expires on November 17, 2022.

The procurement method is a quote [Jackson Creek Manufacturing] for the Kennel.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Animal Services/Fund 220
Munis Org Name/Number: POL Animal Services/2200068
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Police Administration GF /1000310
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Inventory Exempt Equipment/572400

Fund Name/Number: General Fund/Fund100
Munis Org Name/Number: Police Administration GF/1000310
Munis Object Name/Number: Data Processing/570800/572800

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford, ETS, Motorola Solutions, MHQ

Procurement Title: State Price Agreement

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

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

Department Requesting: Police Department Staff Name: Deputy Chief Ben Valdez

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: _____

Ben Valdez	Deputy Chief	07/21/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway	Chief Procurement Officer	Jul 28, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

CHALMERS
Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO:

QUOTE NUMBER	062321-4
QUOTE DATE	June 30, 2021
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Price Agreement Number: **00-00000-20-00121**		
12	**Item #4 Utility Vehicle, Mid-Size, Four Door, All Wheel Drive** (Police Pursuit Rated) Ford Explorer	36,139.00	$433,668.00
	Item #4 Options:		
12	L: Hybrid	485.00	$5,820.00
12	AB: Window Tiniting Darker than MFG Standard	199.00	$2,388.00
12	AI: Hidden Door Lock Plunger w/ In-op.	195.00	$2,340.00
12	AK: Remote Keyless Entry Fobs - Factory	425.00	$5,100.00
12	AV: Police Engine Idle Feature	290.00	3,480.00
12	AW: Reverse Sensing	395.00	4,740.00
	Features Included: Rear Aux Air, Bluetooth / Hands Free, Front Headlamp Housing, LED Spot Light, Tail Light Housing, Dark Car Feature		

Order Units	SUBTOTAL	457,536.00
	TAX	0.00
Proposal Valid for 60Days	FREIGHT	
		$457,536.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

CHALMERS
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PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO: **Ford Expediton 4x4 SSV**

QUOTE NUMBER	062321-5
QUOTE DATE	June 30, 2021
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Wide Price Agreement **# 00-00000-20-00121**		
2	**Item 5: Utility Vehicle, Full-Size, Four Door, Two Wheel Drive**	33,353.00	66,706.00
	Police Pursuit Rated / SSV		
	Item 5 Options:		
2	A: All / Four Wheel Drive	3,980.00	7,960.00
2	S: Remote Keyless Entry	650.00	1,300.00
2	T: Skid Plates 4WD only	190.00	380.00
2	Y: Trailer Tow Package With Trailer Brakes	1,970.00	3,940.00
2	AB: Window Tinting 20%	350.00	700.00
2	AS: BUS - Blind Spot Monitoring w/cross traffic alert	695.00	1,390.00
2	AU: Reverse Sensing	240.00	480.00
2	AV: Running Boards - Platform Style	675.00	1,350.00

Order Units	SUBTOTAL	84,206.00
	TAX	0.00
Proposal Valid for 60 Days	FREIGHT	
		$84,206.00
		PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk

(505) 554-6447
email: mmichnuk@chalmersford.com

CHALMERS
Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO: Animal Control

QUOTE NUMBER	062321-6
QUOTE DATE	June 30, 2021
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Price Agreement Number: **00-00000-20-00121**		
1	**Item #8 Truck, Three Quarter Ton, Crew Cab, Short Wheel Base,** Four Wheel Drive, Ford F250 6.2L V8 Gas	28,242.00	28,242.00
	Item #8 Options:		
1	C: Bed Delete	(100.00)	(100.00)
1	G: Cab, Regular	(1,000.00)	(1,000.00)
1	X: Locking Rear Differential	590.00	590.00
1	Y: Mirriors, Trailer Tow, Power	650.00	650.00
1	AF: Remote Keyless Entry	650.00	650.00
1	AG: Running Boards	850.00	850.00
1	AK: Spot Light - Halogen	495.00	495.00
1	AR: Trailer Tow Package, Less Trailer Brakes	995.00	995.00
	Ford F250 4x4 Regular Cab Bed Delete		

Order Units	SUBTOTAL	31,372.00
	TAX	0.00
Proposal Valid for 60 Days	FREIGHT	
		$31,372.00
		PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

ENCHANTED TECHNOLOGY SOLUTIONS, LLC

Quote

Santa Fe Police Department
2515 Camino Entrada
SANTA FE NM 87507

Date
Jul 20, 2021

Expiry
Sep 30, 2021

Quote Number
QU-210159v2

Reference
SFPD - Toughbook 33 &
Brother Mobile Solutions
Qty. 15

Enchanted Technology Solutions
6615 Sujeto Rd. NW
Albuquerque, NM 87120
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
CF-33RZ-0BVM	PANASONIC TOUGHBOOK 33 Public Sector Specific, WIN10 PRO, INTEL CORE I5-10310U 1.7GHZ (4.4GHZ), VPRO, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD, INTEL WI-FI 6, Bluetooth, 4G LTE BAND 14 (EM7511), DGPS, Dual Pass (CH1:WWAN/CH2:DGPS), INFRARED WEBCAM, 8MP Rear Camera, Contactless Smartcard, Standard Batteries (2), TPM 2.0, FLAT. -CF-SVCPDEP3Y - Toughbook Toughp0ad Premier Deployment - Includes Imaging, Customer Portal Access, MultiLocation Shipping and Disk Image Management at the Panasonic National Service Center (YEARS 1,2,3) -FZ-SVC512SSD3Y - 512GB SSD - Toughpad No Return of Defective Drive. (YEARS 1,2, 3) -FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (YEARS 1, 2, 3) -CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT. -CF-SVCADDPRM12B - ABSOLUTE RESILIENCE - 12 Month Term - Panasonic PS Bundled Sled Customer Only. MSRP: $4,797.00 *NM State Contract Price is 10% off MSRP: $4,317.30	15.00	3,725.00	55,875.00
CF-VEK333LMP	Premium Keyboard for CF-33 Mk1, Mk2. New Improved, 3X Brighter Out-of-the-Box. Emissive Red Backlit (3 Levels). Handle/Kickstand - Display can be opened to any angle. Compatible with tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (Full Size), HDMI, VGA, USB 2.0, USB 3.0 (2), SERIAL (USB), Power, Docking Connector, Kensington Lock, Tablet Release with Lock/Unlock, Latch ARM. Forward or Reverse-Dockable to Convertible Mode. MSRP: $670.00 *NM State Contract Price is 10% off MSRP: $603.00	15.00	495.00	7,425.00

Item	Description	Quantity	Unit Price	Amount USD
FZ-SVCTPEXT2Y	Extended Warranty - Tablet PC (Years 4 &5) Models supported: CF-33, FZ-M1, FZ-A2, FZ-B2, FZ-G1, FZ-Q2 MSRP: $295 *NM State Contract Price: $295	15.00	295.00	4,425.00
GJ-33-LVD0	Panasonic Gamber-Johnson laptop vehicle dock (no pass) for the Panasonic CF-33. USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2), HDMI, VGA, Docking Connector, Power, Release Lever, Lock (Keyed alike). Features two front USB ports for easy access. Requires Premium Keyboard (sold separately). MSRP: $1536.00 *NM State Contract Price is 10% off MSRP: $1,382.40	15.00	859.00	12,885.00
GBJ-7110-1214	Gamber Johnson Screen Support for Panasonic CF-33 Laptop Docking Station MSRP: $53.00 *NM State Contract Price is 30% off MSRP: $37.10	15.00	37.10	556.50
CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31,CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1 MSRP: $144.95 *NM State Contract Price is 10% off MSRP: $130.46	15.00	130.46	1,956.90
CF-LNDBRK120	Lind Mounting Bracket for CF-LNDDC120 (Mfg No: ASMTL-00332) MSRP: $10.95 *NM State Contract Price is 10% off MSRP: $9.86	15.00	9.86	147.90
PJ722	Brother Mobile Solutions: PocketJet 7, 200dpi Full Page Thermal Printer with USB (Only includes the printer. Requires power, USB Cable, and printing supplies) MSRP: 384.00 *NM State Contract Price is 5% off MSRP: $364.80	15.00	339.00	5,085.00
LB3602	Brother Mobile Solutions: USB Cable - 6 foot length MSRP: $14.00 *NM State Contract Price is 5% off MSRP: $13.30	15.00	13.30	199.50
LB3692	Brother Mobile Solutions: PocketJet PocketJet 3, 3 Plus, 6, 6 Plus, RuggedJet 4030, 4040 Car Adapter - Wired - 14 Foot Length MSRP: $24.10 *NM State Contract Price is 5% off MSRP: $22.90	15.00	22.90	343.50
LBX028	BROTHER MOBILE SOLUTIONS : In-Vehicle Mount / used with roll paper for PocketJet 7 series and PocketJet 6 units, replaces LB3810 EXCEPT FOR PJ673 MSRP: $110.00 *NM State Contract Price is $5% off MSRP: $104.50	15.00	104.00	1,560.00
			Subtotal	90,459.30
			TOTAL USD	**90,459.30**

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR

CHALMERS Ford

Quote

Date	Estimate #
6/21/2021	12159
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal Control F-250 (x2)

Item	MFG	Description	Qty	Price	Total
		Parts Sale Only Customer: Eric Sanchez Phone: 505-955-5036 Email Address: iesanchez@ci.santa-fe.nm.us ***QTY 1 FORD F-250 ANIMAL CONTROLS*** State Contract# 60-000-15-00032			
ENFLBS1254	Sound Off	54" nForce SoundOff Lightbar Dual Color	1	1,730.19	1,730.19
EMPS2STS2A	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Amber Grille Lights	1	100.20	100.20
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue Grille Lights	1	100.20	100.20
EMPS2STS4M	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber * Rear Lights *	4	117.60	470.40
EL3D08A0LA-24	Sound Off	Sound Off Signal UltraLITE™ 8 Module Exterior LED Lightbar, 10-30v, Universal L-Brackets & 50 ft cable - Amber	1	491.99	491.99
425-6010	Jotto	9 Inch Police Equipment Console - Short Stack	1	136.24	136.24
425-6077	Jotto	SW300/400 Faceplate	1	0.00	0.00
425-6095	Jotto	Arrow Stick Controller ETS WDA S01 Faceplate	1	0.00	0.00

	Subtotal
	Sales Tax (7.5%)
	Total

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Quote

Date	Estimate #
6/21/2021	12159
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Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal Control F-250 (x2)

Item	MFG	Description	Qty	Price	Total
425-6295		XTL5000 O5 (REMOTE, HEAD)/APX 7500 O5, HEAD/APX6500/4500 (REMOTE HEAD) Faceplate	1	0.00	0.00
SW300-B	Federal Signal	6-Switch Box with Bail bracket auxiliary Funictions	1	130.35	130.35
ETSWDAS01	Sound Off	Directional Arrow Switch (DAS) - 10-30v, compatible with APEX, Pinnacle (EPL9000	1	94.80	94.80
C-HDM-203	Havis	12" Heavy Duty Telescoping Pole, Short Handle	1	124.22	124.22
C-HDM-401	Havis	Heavy Duty Stability Side Support Arm, Mounts To OEM Frame Under Passenger Glove Box Door	1	47.78	47.78
C-HDM-185	Havis	Heavy Duty Vehicle Mount for 2017-2018 F-250, 350, 450 Pickup and F-450 and 550 Cab Chassis, 2018 Ford Expedition & 2015-2018 Ford F-150	1	84.78	84.78
C-MD-112	Havis	New Design Swing Arm WITH Motion Adapter.	1	231.45	231.45
C-ADP-101	Havis	Universal Adapter Plate	1	34.02	34.02
2-1414939-2	Tyco	Super Relay - Automotive 12V - 120A	1	43.31	43.31
7170-0683-00	Gamber John...	Panasonic Toughbook 33 Laptop Docking Station NO RF with LIND Auto Power Adapter	1	1,336.80	1,336.80
PJ-722	Brothers	Brother PocketJet 6 Plus Printer - USB PJ-722	1	345.51	345.51
LB3692-003	Brother	Power cable red/black Brother Car Adapter 14ft.	1	21.69	21.69
14332	Gamber John...	USB Cable for Brother PocketJet Printers	1	10.50	10.50
SHOP SUPPLIES LV1	MHQ of New...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	1	100.00	100.00

	Subtotal
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	Total

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(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal Control F-250 (x2)

Item	MFG	Description	Qty	Price	Total
DVM800 5 year warranty	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*. Includes View Link	1	4,490.02	4,490.02
Labor NM	MHQ of New...	Installation Labor with customer supplied kennel insert	25	80.00	2,000.00T
GRAPHICS LEVEL 4	MHQ Graphics	Graphics price made from materials	1	619.98	619.98
Labor GR	MHQ Graphics	Graphics Installation	7	72.00	504.00T
Shipping		Shipping	1	75.00	75.00

Subtotal	$13,323.43
Sales Tax (7.5%)	$187.80
Total	$13,511.23

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Quote

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6/21/2021	12156
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Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY 12 Patrol 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS148	Soundoff Si...	*** mPower Package Kit Includes Controller *** mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	12	2,718.05	32,616.60
ETSA481RSP	Soundoff Si...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	12	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	12	411.41	4,936.92
ENFRMS3D	Soundoff Si...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	24	94.20	2,260.80
ENFRMS3E	Soundoff Si...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	24	94.20	2,260.80
ENT3B3D	Soundoff Si...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	24	178.80	4,291.20
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	12	177.10	2,125.20
ESB-U	Federal Signal	Universal ES100C speaker bracket.	12	22.00	264.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	12	461.40	5,536.80
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	12	402.00	4,824.00

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Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	12	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	12	0.00	0.00
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff Remote Mount	12	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	12	53.25	639.00
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	12	41.25	495.00
AC-PENPRTR-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	12	318.00	3,816.00
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	12	378.00	4,536.00
GK11211B1USSCA...	Setina	Dual T-Rail Mount 1 1082E Blac-Rac, 1 Universal XL	12	1,015.20	12,182.40
35-20045	Westin	2020 Ford Utility Front Defender Partition	12	941.29	11,295.48
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	12	465.00	5,580.00
WG-20-FDUV-SET	Troy	2020 PI Utility driver/passenger side window guards, welded bars, vertical design.	12	210.00	2,520.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	12	111.00	1,332.00
PDU-18.5-42-18-001	OPS	Aluminum Pursuit 2-Tier Drawer Unit c/w PDU-12.5-42-18-001 and PDU-6-42-18-001	12	1,130.50	13,566.00
PDU-FIU-8-BR2020	OPS	8" High Mounting Bracket for 2020 Ford Interceptor pursuit box	12	161.50	1,938.00
ENFTCDGS1206	Soundoff Si...	Rear Light Bar Dual Color 6 Module Red/Amber Blue/Amber	12	642.60	7,711.20
EMPS2STS2B	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	12	100.20	1,202.40

	Subtotal
	Sales Tax (7.875%)
	Total

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Quote

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City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	12	100.20	1,202.40
PMP2BRK2LPV	Soundoff Si...	Stud Mount License Plate Bracket Vertical mount for 4 inch	12	24.00	288.00
EMPS2STS5RBW	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	24	130.20	3,124.80
PMP2WSSSB	Soundoff Si...	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	24	15.00	360.00
ETFBSANFL	Soundoff Si...	Flashback Tail Flasher	12	54.60	655.20
CH15.1.20	911 Harness	Ch15 with Single Stage Timer, and 20' Outputs	12	608.00	7,296.00
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	12	2,495.00	29,940.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	12	4,490.00	53,880.00
4910LR-152-LTRK	L-Tron	Imaging Scanner	12	432.08	5,184.96
Shipping		Shipping	12	175.00	2,100.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	12	440.00	5,280.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	48	72.00	3,456.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	12	999.00	11,988.00

	Subtotal
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Item	Mfg.	Description	Qty	Price	Total
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	12	999.00	11,988.00
SHOP SUPPLIES L...	MHQ of Ne...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	12	50.00	600.00
Labor NM	MHQ of Ne...	Installation Labor (36 Hours per unit)	432	80.00	34,560.00T

Subtotal	$297,833.16
Sales Tax (7.875%)	$2,993.76
Total	$300,826.92

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Quote

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6/21/2021	11652
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City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2021 Ford Expeditio...

Item	Mfg.	Description	Qty	Price	Total
Build	Build	Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY 2 Ford Expedition K9 Units W/O Inserts State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS155	SoundOff Si...	*** mPower Package Kit Includes Controller *** 55" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	2	2,948.50	5,897.00
ETSA481RSP	Soundoff Si...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	2	0.00	0.00
BK0983EPD18	Setina	PB450L6 2018+ Ford Expedition 4 light channel with side lights Soundoff Red/White & Blue/White mPower Lights	2	992.15	1,984.30
ENT3B3D	Soundoff Si...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	4	178.80	715.20
PMP2BKUMB2-D	SoundOff Si...	Under Mirror Mount Bracket Kit (each) for installation on Ford F-150 2015 - 2020 for use with mpower® 3" and 4" Stud or Quick Mount - Driver Side only MSRP $25.00 State Contract 40% = $15.00	2	15.00	30.00
PMP2BKUMB2-P	SoundOff Si...	Under Mirror Mount Bracket Kit (each) for installation on Ford F-150 2015 - 2020, for use with mpower® 3" and 4" Stud or Quick Mount - Passenger side Only MSRP $25.00 State Contract 40% = $15.00	2	15.00	30.00

	Subtotal
	Sales Tax (7.875%)
	Total

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Item	Mfg.	Description	Qty	Price	Total
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Under Mirror Lights *** MSRP $217.00 State Contract 40% off = $130.20	4	130.20	520.80
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	2	177.10	354.20
ESB-U	Federal Signal	Universal ES100C speaker bracket.	2	22.00	44.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	2	461.40	922.80
CC-WBOS-16	Troy	Universal SUV/truck 16" Wide-body open-storage console; 8" slope 8" level MSRP $680.00 State Contract 25% off = $510.00	2	510.00	1,020.00
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	2	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	2	0.00	0.00
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff Remote Mount	2	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	2	53.25	106.50
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	2	41.25	82.50
AC-PENPRTR-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	2	318.00	636.00
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	2	378.005	756.01
GK0068E	Setina	Single T-Rail Mount 1080E Blac-Rac	2	463.20	926.40

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Item	Mfg.	Description	Qty	Price	Total
GK10271UHKSSC...	Setina	Single T-Rail Mount Universal XL Handcuff Override. For Sedans or mid size SUV Vehicles.	2	263.20	526.40
FE-0000-18	OPS / EZ St...	MOUNTING PLATFORM FOR 2018 FORD EXPEDITION - STANDARD BODY (2018+ MODEL)	2	616.79	1,233.58
OP-CTU-26-47-28-0...	OPS	FORD EXPEDITION UNIT 26"H X 47"W X 28"D WITH STACKED DRAWER CONFIGURATION C/W TOP DRAWER 6.5": - 200LBS DRAWER SLIDES - KEY LOCK CYLINDER - 2 SIDE-TO-SIDE DIVIDERS - RUBBER MATTING BOTTOM DRAWER 16.5": - 2X 200LBS DRAWER SLIDES - 2 SIDE-TO-SIDE DIVIDERS RUBBER MATTING CABINET: - 1.5" CARGO RAIL AROUND SIDES AND BACK - MOUNTING BRACKETS INCLUDED - ALUMINUM CONSTRUCTION 40101007-OPTION B 2 $0.00 /EA $0.00 OPTION B: POWDERCOAT BLACK TOP PANEL & DRAWER FACES	2	3,395.74	6,791.48
AC-EXP18-HATCH	Troy	2018-21 Expedition hatch window screen; Square-hole punched	2	138.00	276.00
EMPAK	Soundoff Si...	Rear 6 Module spoiler lights Rear Red/Amber/White & Blue/Amber/White	2	1,087.20	2,174.40
EMPS2STS2B	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	100.20	200.40

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Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	2	100.20	200.40
PMP2BRK2LPV	Soundoff Si...	Stud Mount License Plate Bracket Vertical mount for 4 inch	2	24.00	48.00
EMPS2STS5RBW	Soundoff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	4	130.20	520.80
PMP2WSSSB	Soundoff Si...	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	4	15.00	60.00
ETHFSS-SP-ISO	Sound Off S...	SS HL Flasher Select-A-Pattern Isolation	2	50.40	100.80
ETFBSANFL	Soundoff Si...	Flashback Tail Flasher	2	54.60	109.20
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs	2	840.00	1,680.00
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	2	2,495.00	4,990.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	2	4,490.005	8,980.01
4910LR-152-LTRK	L-Tron	Imaging Scanner	2	432.08	864.16
Shipping		Shipping	2	500.00	1,000.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	2	440.00	880.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	8	72.00	576.00T

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	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2021 Ford Expeditio...

Item	Mfg.	Description	Qty	Price	Total
AngArm-00043	Angel Armor	Ballistic Shield 15 + F-150 Crew Cab, Expedition Passenger, NIJ 0108.01 Level IIIA.	2	999.00	1,998.00
AngArm-00044	Angel Armor	Ballistic Shield 15 + F-150 Crew Cab, Expedition Driver, NIJ 0108.01 Level IIIA.	2	999.00	1,998.00
SHOP SUPPLIES L...	MHQ of Ne...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	2	125.00	250.00
Labor NM	MHQ of Ne...	Installation Labor (76 Hours per unit)	152	80.00	12,160.00T

Subtotal	$61,643.34
Sales Tax (7.875%)	$1,002.96
Total	$62,646.30

MOTOROLA SOLUTIONS

QUOTE-1507848
14 APX6500/14 APX4500 VHF/ 1 APX4500

Billing Address:
SANTA FE, CITY OF
200 LINCOLN AVE
SANTA FE, NM 87504
US

Quote Date:07/13/2021
Expiration Date:10/11/2021
Quote Created By:
Manny Barreras
manny.barreras@motorolasolutions.com

End Customer:
SANTA FE, CITY OF
Ryan Campion
racampion@santafenm.gov
+1.505.827.3931

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	14	$2,957.00	$971.08	$1,985.92	$27,802.88
1a	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	14	$0.00	$0.00	$0.00	$0.00
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	14	$1,200.00	$394.08	$805.92	$11,282.88
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	14	$297.00	$97.53	$199.47	$2,792.58
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	14	$176.00	$0.00	$176.00	$2,464.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	14	$60.00	$19.70	$40.30	$564.20
1f	G89AC	ADD: NO RF ANTENNA NEEDED	14	$0.00	$0.00	$0.00	$0.00
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	14	$0.00	$0.00	$0.00	$0.00
1h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	14	$515.00	$169.13	$345.87	$4,842.18
1i	GA01670AA	ADD: APX E5 CONTROL HEAD	14	$572.00	$187.84	$384.16	$5,378.24

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
1j	W22BA	ADD: STD PALM MICROPHONE APX	14	$72.00	$23.64	$48.36	$677.04
1k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	14	$0.00	$0.00	$0.00	$0.00
1l	G361AH	ENH: P25 TRUNKING SOFTWARE APX	14	$300.00	$98.52	$201.48	$2,820.72
1m	GA00580AA	ADD: TDMA OPERATION	14	$450.00	$147.78	$302.22	$4,231.08
1n	GA01767AG	ADD: RADIO AUTHENTICATION	14	$100.00	$32.84	$67.16	$940.24
	APX™ 4500 Enhanced						
2	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	14	$1,851.00	$607.87	$1,243.13	$17,403.82
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	14	$145.00	$0.00	$145.00	$2,030.00
2b	GA00804AA	ADD: APX O2 CH (GREY)	14	$492.00	$161.57	$330.43	$4,626.02
2c	G296AD	ADD:1/4 WAVE WHIP ROOF TOP 136-144	14	$13.50	$4.43	$9.07	$126.98
2d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	14	$0.00	$0.00	$0.00	$0.00
2e	G66BF	ADD: DASH MOUNT O2 APXM	14	$125.00	$41.05	$83.95	$1,175.30
2f	W22BA	ADD: STD PALM MICROPHONE APX	14	$72.00	$23.64	$48.36	$677.04
2g	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	14	$0.00	$0.00	$0.00	$0.00
2h	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	14	$650.00	$213.46	$436.54	$6,111.56
2i	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	14	$0.00	$0.00	$0.00	$0.00
2j	G142AD	ADD: NO SPEAKER APX	14	$0.00	$0.00	$0.00	$0.00
3	HAF4017A	ADD: ANT 3DB COLLINEAR 762-870MHZ	15	$40.75	$10.76	$29.99	$449.85
	APX™ 4500 Enhanced						

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-1507848
14 APX6500/14 APX4500 VHF/ 1 APX4500

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
4	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	1	$1,851.00	$607.87	$1,243.13	$1,243.13
4a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1	$145.00	$0.00	$145.00	$145.00
4b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	$0.00	$0.00	$0.00	$0.00
4c	G66BF	ADD: DASH MOUNT O2 APXM	1	$125.00	$41.05	$83.95	$83.95
4d	GA00580AA	ADD: TDMA OPERATION	1	$450.00	$147.78	$302.22	$302.22
4e	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	$1,570.00	$515.59	$1,054.41	$1,054.41
4f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	$60.00	$19.70	$40.30	$40.30
4g	GA00804AA	ADD: APX O2 CH (GREY)	1	$492.00	$161.57	$330.43	$330.43
4h	G89AC	ADD: NO RF ANTENNA NEEDED	1	$0.00	$0.00	$0.00	$0.00
4i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00	$0.00
4j	GA01767AG	ADD: RADIO AUTHENTICATION	1	$100.00	$32.84	$67.16	$67.16
4k	W22BA	ADD: STD PALM MICROPHONE APX	1	$72.00	$23.64	$48.36	$48.36
4l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	$0.00	$0.00	$0.00	$0.00

Subtotal $146,141.25

Total Discount Amount $46,429.68

Grand Total $99,711.57(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Jackson Creek Manufacturing Inc.

P.O. Box 37
318 Klopman Mill Rd.
Denton, NC 27239-7795

Quote

Date	Quote #
6/21/2021	13667

Name / Address	Ship To
City of Santa Fe Animal Control 2515 Camina Entrada Santa Fe, NM 87508	MHQ of New Mexico 5601 Balloon Fiesta Parkway Albuquerque, New Mexico 87113 PH# 505-821-0667

Terms	Rep	Project
Net 30	WB	

Item	Description	Qty	Cost	Total
CM17L	DIAMOND DELUXE Chassis Mount Animal Control Unit for Long Bed, Full Size Truck, 56" Cab to Axle; ***Requires Factory Rear Camera to meet Federal Standards****	1	11,400.00	11,400.00T
SafetyDoor	Safety Door (entire unit)	1	1,060.00	1,060.00T
Fresh Air Delivery...	Fresh Air Delivery System	1	700.00	700.00T
Misc. Custom Sales	Repeat Customer Discount	1	-658.00	-658.00T
Shipping	Shipping Charges to either a business with a forklift or a close terminal	1	2,600.00	2,600.00T
	Quote is Valid for 30 (Thirty) Days* ***Delivery 120 - 150 (One Hundred Twenty- One Hundred Fifty) Days ARO**** Jackson Creek Mfg., Inc. P.O. Box 37 Denton, NC 27239 PH# 888.221.7823 FAX# 336.859.4562 Contact: Warren Brown, wbrown@jacksoncreekmfg.com ******Jackson Creek Mfg., Inc. is a NATM certified trailer manufacturer******* ******All Truck Body Installations Meet FMVSS 111 Requirements*******			
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Total $15,102.00

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State of New Mexico
General Services Department
REVISED
Statewide Price Agreement

Awarded Vendor:
8 Awarded Vendors (See page 6-7)

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As requested

Price Agreement Number: **00-00000-20-00121**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: **Amber Sanchez** AMS

Telephone No.: **505-827-0554**

Email: **Amber.Sanchez2@state.nm.us**

Title: **Police Pursuit**

Term: **November 13, 2020 thru November 12, 2021**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 12/9/2020

Mark Hayden, New Mexico State Purchasing Agent

x This price agreement was signed on behalf of the State Purchasing Agent.

NM

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 4: (AC) Chalmers Ford
Utility Vehicle, Mid-Size, Four Door, All-Wheel Drive, Police Pursuit Rated

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and fifty (350) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and ten (110) inches.

Make Offered..... **FORD**

Model Offered..... **EXPLORER POLICE INTERCEPTOR**

Engine Offered..... **3.0L ECOBOOST 4V V6**

HP / Torque..... **400** / **415**

Base Price per Unit..... **$ 36,139.00**

Bid as Options:

A)	All / Four Wheel Drive Delete	Deduct:	N/A
B)	Dark Car Feature Delete	Deduct:	$20.00
C)	Dual Battery	Add:	N/A
D)	Engine, Other: 3.3L Hybrid	Add/Deduct:	$485.00
	Engine, Other: 3.3 FFV V6	Add:	$2,520.00
E)	Floor Covering, Carpet with Mats, Front Only	Add:	$325.00
F)	Floor Covering, Carpet with Mats, Front and Rear	Add:	$425.00
G)	Floor Covering, Rubber Mat Front and Rear	Add:	$225.00
H)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	STD
I)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Deduct:	STD
J)	Front License Plate Bracket, Delete	Add:	$0.00
K)	Interior Upgrade Package	Add:	$1,000.00
L)	Hybrid	Add:	$485.00
M)	Lockable Gas Cap and/or Door	Add:	N/A
N)	Marked Police Package	Add:	$18,750.00
O)	Marked Police K-9 Package	Add:	$24,300.00
P)	Police Wiring Harness	Add:	$990.00
Q)	Power Adjustable Pedals	Deduct:	N/A
R)	Rear Door Interior Handles Rendered Inoperable Delete	Add:	$20.00
S)	Remote Keyless Entry and Starting (If Available)	Add:	$455.00
T)	Skid Plates	Deduct:	$450.00
U)	Special Service Package Delete	Deduct:	$3,200.00
V)	Spot Light, Delete	Add:	$250.00
W)	Spot Light on Passenger Side	Add:	$595.00
X)	Trailer Brakes	Add:	N/A

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Item 4 (AC) Options Continued:

Y)	Trailer Tow Package, Less Trailer Brakes	Add:	$410.00
Z)	Tires, Other:	Add:	$1,400.00
AA)	Unmarked Police Package	Add:	$16,500.00
AB)	Window Tinting Darker than MFG Standard	Add:	$199.00
AC)	Engine Block Heater	Add:	$120.00
AD)	Prewiring for Grill/ LED lights #GOA	Add:	$75.00
AE)	Front Interior Windshield Warning Lights	Add:	$1,345.00
AF)	Side Marker LED lights	Add:	$390.00
AG)	Passenger-side LED Spotlight	Add:	$595.00
AH)	Deflector Plate #76D	Add:	$435.00
AI)	Hidden Door Lock Plunger w/ rear In-op. #52P	Add:	$195.00
AJ)	Rear Door Handles In-op./Locks In-op. #68G	Add:	$115.00
AK)	Remote Keyless Entry FOBS - Factory	Add:	$425.00
AL)	1st and 2nd Row Carpeting #16C	Add:	$325.00
AM)	2nd Row cloth seats #88F	Add:	$160.00
AN)	Rear Console Plate	Add:	$65.00
AO)	Ballistic Door Panels - Front Level Ill - Driver	Add:	$1,985.00
AP)	Ballistic Door Panels - Front Level Ill - Driver+ Pass	Add:	$3,570.00
AQ)	Ballistic Door Panels - Front Level IV - Driver	Add:	$2,715.00
AR)	Ballistic Door Panels - Front Level IV - Driver+ Pass	Add:	$5,230.00
AS)	BUS - Blind Spot Monitoring w/ Cross Traffic Alert	Add:	$695.00
AT)	Pre-Collision Assist	Add:	$185.00
AU)	Perimeter Anti-Theft Alarm	Add:	$190.00
AV)	Police Engine Idle Feature - #47A	Add:	$290.00
AW)	Reverse Sensing #768	Add:	$395.00
AX)	Noise Suppression Kit #68F	Add:	$245.00
AY)	Noise Suppression Bonds (Ground Straps)	Add:	$125.00
AZ)	Amber Safety Lighting Package	Add:	$2,900.00
BA)	Unmarked Build	Add:	$12,900.00
BB)	Mileage charge for Delivery PER MILE	Add:	$2.00
BC)	Extra Keys - without FOB	Add:	$80.00
BD)	Extra Keys - with FOB	Add:	$225.00
BE)	Extended Warranty 5/75 - Powertrain Only	Add:	$2,150.00
BF)	Extended Warranty 5/100 - Premium - ZERO Deductible	Add:	$3,870.00
BG)	Door Decals Graphics Package (Front Doors)	Add:	$850.00
BH)	2-Wheel Drive	Deduct:	$500.00
BI)	Wrap 4-doors WHITE	Add:	$1,327.00
BJ)	Wrap 2-doors WHITE	Add:	$995.00
BK)	Police Perimeter Alert - Auto-locking/Windows Rollup	Add:	$750.00

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Item 4 (AC) Options Continued:

BL)	Rear Camera - on demand	Add:	$290.00
BM)	Drivers Side L.E.D. - Whelan Brand Upgrade	Add:	$150.00
BN)	Rear - Air Delete (Credit)	Deduct:	$300.00
BO)	Wheel Locks	Add:	$125.00

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Item 5: (AC) Chalmers Ford
Utility Vehicle, Full-Size, Four Door, Two Wheel Drive Police Pursuit Rated / SSV

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and eighty (380) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and fifteen (115) inches.

Make Offered..... **FORD**

Model Offered..... **EXPEDITION SPECIAL SERVICE VEHICLE (SSV) 2WD**

Engine Offered..... **3.5L ECOBOOST**

HP / Torque..... **375** / **470**

Base Price per Unit..... **$ 33,353.00**

Bid as Options:

A)	All / Four Wheel Drive	Add:	$3,980.00
B)	Dark Car Feature Delete	Deduct:	N/A
C)	Dual Battery	Add:	N/A
D)	Engine, Other:	Add/Deduct:	N/A
E)	Floor Covering, Carpet with Mats, Front Only - XLT OPTION	Add:	$3,800.00
F)	Floor Covering, Carpet with Mats, Front and Rear - XLT OPTION	Add:	$3,800.00
G)	Floor Covering, Rubber Mat Front and Rear - XLT OPTION	Add:	$3,800.00
H)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	N/A
I)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	N/A
J)	Front License Plate Bracket, Delete	Deduct:	$0.00
K)	Hybrid	Add:	N/A
L)	Interior Upgrade Package - XLT OPTION	Add:	$3,800.00
M)	Lockable Gas Cap and/or Door	Add:	N/A
N)	Marked Police Package	Add:	$18,750.00
O)	Marked Police K-9 Package	Add:	$24,300.00
P)	Police Wiring Harness	Add:	$1,040.00
Q)	Power Adjustable Pedals	Add:	$18,000.00
R)	Rear Door Interior Handles Rendered Inoperable Delete	Deduct:	N/A
S)	Remote Keyless Entry and Starting (If Available) - Remote Start	Add:	$650.00
T)	Skid Plates - 4WD Only	Add:	$190.00
U)	Special Service Package Delete- REGULAR LENGTH	Add:	$3,000.00
	Special Service Package Delete -MAX EL LENGTH	Add:	$4,000.00
V)	Spot Light, Delete	Deduct:	$200.00
W)	Spot Light on Passenger Side	Add:	$595.00
X)	Trailer Brakes Included H/D Trailer Tow Package	Add:	$1,970.00

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Item 5 (AC) Options Continued:

Y)	Trailer Tow Package, Less Trailer Brakes Brake STD on Package	Add:	$1,970.00
Z)	Tires, Other: Multiple Options	Add:	$2,400.00
AA)	Unmarked Police Package	Add:	$16,500.00
AB)	Window Tinting Darker than MFG Standard	Add:	$350.00
AC)	MAX/EL Package	Add:	$3,300.00
AD)	Aluminum Wheels	Add:	$1,995.00
AE)	Black Accent Package	Add:	$1,995.00
AF)	Special Edition Package	Add:	$3,995.00
AG)	FX-4 Off-road Package (Requires 4x4)	Add:	$1,950.00
AH)	FX-4 Package w/ 360-Degree Camera - (Requires 4x4)	Add:	$2,435.00
AI)	Convenience Package	Add:	$2,470.00
AJ)	Enhanced Park Assist	Add:	$500.00
AK)	Navigation - Voice Activated	Add:	$940.00
AL)	LED Headlamps (subject to model availability)	Add:	$940.00
AM)	Power Vista Sunroof	Add:	$1,675.00
AN)	Engine Block Heater	Add:	$120.00
AO)	Ballistic Door Panels - Front Level III - Driver	Add:	$1,985.00
AP)	Ballistic Door Panels - Front Level III - Driver+ Pass	Add:	$3,570.00
AQ)	Ballistic Door Panels - Front Level IV - Driver	Add:	$2,715.00
AR)	Ballistic Door Panels - Front Level IV - Driver+ Pass	Add:	$5,230.00
AS)	BUS - Blind Spot Monitoring w/ Cross Traffic Alert	Add:	$695.00
AT)	Engine Block Heater	Add:	$120.00
AU)	Reverse Sensing	Add:	$240.00
AV)	Running Boards - Platform Style	Add:	$675.00
AW)	Running Boards - Tube Style/Nerf Bars	Add:	$675.00
AX)	Power Deployable Running Boards - Factory	Add:	$1,295.00
AY)	Power Deployable Running Boards - Local	Add:	$2,095.00
AZ)	Weather Tech Mats - Front and Second Row	Add:	$365.00
BA)	Amber Safety Lighting Package	Add:	$2,900.00
BB)	Graphics Package	Add:	$800.00
BC)	Unmarked Build	Add:	$12,900.00
BD)	Mileage charge for Delivery	Add:	$2.00/mile
BE)	Four Wheel Drive Option	Add:	$3,980.00
BF)	Extended Warranty 5/75 - Powertrain Only	Add:	$2,150.00
BG)	Extended Warranty 5/100 - Premium - ZERO Deductible	Add:	$3,870.00
BH)	Third Row Seat Package	Add:	$1,005.00

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 8: (AC) Chalmers Ford
Truck, Three Quarter Ton, Crew Cab, Short Wheel Base, Four Wheel Drive

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and eighty (380) pound/feet of torque.

Wheel Base:
Must be no less than one hundred and twenty-five (125) inches.

Make Offered..... **FORD**

Model Offered..... **F250**

Engine Offered..... **6.2L V8**

HP / Torque..... **385** / **430**

Base Price per Unit..... **$ 28,242.00**

Bid as Options:

A)	Bed Cover, Hard, Single Piece	Add:	$2,195.00
B)	Bed Cover, Hard, Tri-Fold	Add:	$1,250.00
C)	Bed, Delete	Deduct:	$100.00
D)	Bed Liner, Black, Drop-In	Add:	$495.00
E)	Bed Liner, Black, Spray-On	Add:	$595.00
F)	Bed, Long	Add:	$1,000.00
G)	Cab, Regular	Deduct:	$1,000.00
H)	Chrome Appearance Package	Add:	$1,200.00
I)	Dark Car Feature Delete	Deduct:	N/A
J)	Dual Battery	Add:	$295.00
K)	Engine, Other: 6.7L DIESEL	Add:	$11,950.00
	Engine, Other: 7.3L GAS	Add:	$2,945.00
L)	Floor Covering, Carpet with Mats, Front Only - STX w/Carpet	Add:	$2,225.00
M)	Floor Covering, Carpet with Mats, Front and Rear - STX w/Carpet	Add:	$2,225.00
N)	Floor Covering, Rubber Mat Front and Rear - MATS ONLY	Add:	$325.00
O)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	N/A
P)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	N/A
Q)	Gooseneck Hitch, 26,000 lbs. with 7-Way Plug and Brake Controller	Add:	$1,925.00
R)	Grill Guard	Add:	$1,750.00
S)	Heavy Duty Louvered Headache Rack	Add:	$625.00
T)	Heavy Duty Payload Package	Add:	$2,000.00
U)	Interior Upgrade Package - STX PKG. w/Carpet	Add:	$2,225.00
V)	Light Bar, Roof Width, 15 LED, Mounting Location to be determined by User	Add:	$2,050.00
W)	Lockable Gas Cap and/or Door - PLUG STYLE	Add:	$50.00

DocuSign Envelope ID: BB69F7A7-B634-4327-9AC8-3A1B493DD8CF

Item 8 (AC) Options Continued:

X)	Locking Rear Differential	Add:	$590.00
Y)	Mirrors, Trailer Tow, Power - POWER HEATED	Add:	$650.00
Z)	Off Road Package	Add:	$750.00
AA)	Police Wiring Harness	Add:	$940.00
AB)	Power Adjustable Pedals	Add:	$250.00
AC)	Power Outlet 110V	Add:	$310.00
AD)	Rear Sliding Window	Add:	$450.00
AE)	Rear Window Defroster	Add:	$200.00
AF)	Remote Keyless Entry and Starting (If Available)	Add:	$650.00
AG)	Running Boards	Add:	$850.00
AH)	Side Bed Cargo Box	Add:	$950.00
AI)	Skid Plates	Add:	$190.00
AJ)	Special Service Package, Delete	Deduct:	N/A
AK)	Spot Light -LED	Add:	$695.00
	Spot Light –HALOGEN	Add:	$495.00
AL)	Tires, Other: KEVLAR MUD & SNOW (same size as stock tires)	Add:	$2,250.00
AM)	Toolbox, Chest Type, Single Lid	Add:	$950.00
AN)	Toolbox, Cross Saddle, Dual Lid	Add:	$995.00
AO)	Toolbox, Cross Saddle, Single Lid	Add:	$950.00
AP)	Trailer Back-Up Assist - Max Trailer Tow w/PTBA	Add:	$2,985.00
AQ)	Trailer Brakes	Add:	$460.00
AR)	Trailer Tow Package, Less Trailer Brakes	Add:	$995.00
AS)	Two Wheel Drive In Lieu of Four	Deduct:	$2,000.00
AT)	Winch, Electric, 8,000 lbs. Capacity	Add:	$2,650.00
AU)	Window Tint, Darker than MFG Standard	Add:	$395.00
AV)	Cab, Extended	Add:	$650.00
AW)	GVWR UPGRADE - 10600 GVWR	Add:	$2,120.00
AX)	GVWR UPGRADE - 14000 GVWR	Add:	$4,535.00
AY)	Axle Ratio, optional ratio/e-locking	Add:	$590.00
AZ)	Wheel Locks	Add:	$95.00
BA)	Camper Package #471	Add:	$260.00
BB)	Clearance Lights - Roof	Add:	$190.00
BC)	Engine Block Heater	Add:	$120.00
BD)	Chrome Package #l 7C	Add:	$1,595.00
BE)	FX-4 Off-road Package	Add:	$510.00
BF)	Up fitter Switches (6)	Add:	$195.00
BG)	Skid Plates	Add:	$190.00
BH)	Snow Plow Prep Package	Add:	$350.00
BI)	Tow Command Factory Brake Controller	Add:	$370.00
BJ)	Power Slider	Add:	$495.00

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Item 8 (AC) Options Continued:

BK)	Tailgate Step	Add:	$475.00
BL)	Remote Start System - Factory	Add:	$350.00
BM)	Remote Start System - Local	Add:	$650.00
BN)	Bed Mat	Add:	$250.00
BO)	Splash Guards - Front	Add:	$160.00
BP)	Gooseneck Hitch Kit #15J	Add:	$550.00
BQ)	5th Wheel Hitch Kit #15L	Add:	$1,495.00
BR)	5th Wheel/ Gooseneck Hitch Prep Package	Add:	$750.00
BS)	CHMSL Camera - #873	Add:	$265.00
BT)	XLT Trim Package	Add:	$5,900.00
BU)	Outlet 110V/400W	Add:	$275.00
BV)	BLIS with Cross Traffic Alert (Requires XLT Package)	Add:	$685.00
BW)	Extended Running Boards with 17C-18D- FACTORY	Add:	$950.00
BX)	Panoramic Moon roof	Add:	$1,795.00
BY)	Defroster with Fixed Rear Window and Privacy Glass	Add:	$90.00
BZ)	Extended Running Boards #180	Add:	$540.00
CA)	LED Lighting Package - Headlamps, Taillights, Fog Lights	Add:	$1,380.00
CB)	STX Package	Add:	$2,025.00
CC)	Carpet Flooring with STX package	Add:	$200.00
CD)	Snow Plow Camper Package	Add:	$385.00
CE)	SYNC3	Add:	$590.00
CF)	Sirius Radio	Add:	$210.00
CG)	Vehicle Safe/ Console Vault #21X	Add:	$450.00
CH)	Ultimate Trailer Tow Package w/ PTBA	Add:	$1,925.00
CI)	Heavy Duty Payload Package #96G	Add:	$2,000.00
CJ)	Bed Step	Add:	$395.00
CK)	Navigation System	Add:	$685.00
CL)	Bed Cover, Hard, Single Piece	Add:	$2,120.00
CM)	Bed Cover, Hard, Diamond Back Cover	Add:	$3,325.00
CN)	Decked In Bed Unit	Add:	$1,950.00
CO)	Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug and Brake Controller	Add:	$1,925.00
CP)	Grill Guard If Available- No Front Sensors or Cameras	Add:	$1,550.00
CQ)	Heavy Duty Louvered Headache Rack	Add:	$690.00
CR)	Light Bar, Roof Width,15 Led Mounting Location TBD By User - Amber W/ Flood Capability	Add:	$2,150.00
CS)	Light Bar, Roof Width, Multifunction, Mounting Location TBD By User - Red, White, Blue Combo	Add:	$2,300.00
CT)	Bed Side Cargo Box Per Side	Add:	$950.00
CU)	Halogen Spot Light	Add:	$495.00
CV)	Toolbox, Chest Type, Single Lid RKI	Add:	$900.00
CW)	Toolbox, Chest Type, Single Lid Weather Guard	Add:	$950.00

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Item 8 (AC) Options Continued:

CX)	Toolbox, Cross Saddle, Dual Lid RKI	Add:	$840.00
CY)	Toolbox, Cross Saddle, Dual Lid Weather Guard	Add:	$980.00
CZ)	Toolbox, Cross Saddle, Single Lid RKI	Add:	$910.00
DA)	Toolbox, Cross Saddle, Single Lid Weather Guard	Add:	$1,070.00
DB)	Trailer Brake Controller	Add:	$460.00
DC)	Trailer Tow Package, Less Brake Controller Capacity	Add:	$995.00
DD)	Winch, Electric, 12,000 Lbs.	Add:	$2,640.00
DE)	Bed liner: Spray-on (black only)	Add:	$595.00
DF)	8' Utility body SRW	Add:	$6,925.00
DG)	9' Utility body SRW	Add:	$7,390.00
DH)	Headache rack for utility body	Add:	$975.00
DI)	Bed liner: Utility body, spray-on (black only)BODY	Add:	$850.00
DJ)	Led Compartment Lights Utility	Add:	$1,250.00
DK)	Mechanics Drawer Unit In Front Compartment	Add:	$2,985.00
DL)	Internal bar locking system for utility body	Add:	$1,150.00
DM)	Platform body: 8' for SRW with 1/8" tread plate & recessed lights for 56" for cab to axle	Add:	$3,275.00
DN)	Platform body: 8' for DRW with 1/8" tread plate & recessed lights for 56" for cab to axle	Add:	$3,455.00
DO)	Toolbox: 18" x 18" x 24" locking, installed under platform body (curbside)	Add:	$675.00
DP)	Headboard for platform bodies 56",60",84"CA	Add:	$985.00
DQ)	Headboard for platform bodies 120 CA	Add:	$1,785.00
DR)	Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug must take headboard option with platform	Add:	$1,640.00
DS)	Re-install factory backup camera into utility or flatbed body	Add:	$300.00
DT)	Overhead material rack, 1700 lb.	Add:	$1,450.00
DU)	Bumper: Replace front bumper with winch mount and grill guard & SK winch	Add:	$3,400.00
DV)	Bumper: Replace front bumper with winch mount and grill guard & 12K winch	Add:	$4,270.00
DW)	Tire mount: Full size spare, in-bed with #3 master pad lock (agency will specify install location)	Add:	$450.00
DX)	Commercial work shell with shelving	Add:	$6,395.00
DY)	Snow Plow 7'6" (snow plow prep package required) Add $400.00 for F150	Add:	$8,680.00
DZ)	Snow Plow 8' (snow plow prep package required)	Add:	$8,850.00
EA)	8ft 1.5yd salt spreader for 3/4 ton +	Add:	$8,550.00
EB)	Perimeter Emergency Lighting, 2-front, 2-rear	Add:	$1,390.00
EC)	1300 Lb. Capacity 38" Platform Pickup Box Lift gate	Add:	$3,750.00
ED)	1300 Lb. Capacity 38" Platform Service Body Lift gate	Add:	$4,500.00
EE)	1500 Lb. Capacity	Add:	$5,900.00
EF)	1,600 Lbs. 35" Platform Lift gate For Platform Body	Add:	$4,350.00

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Item 8 (AC) Options Continued:

EG)	Relocate Backup Camera/Sensors To Lift Gate	Add:	$400.00
EH)	Bumper Notching Utility Body	Add:	$350.00
EI)	Mileage Charge for Delivery	Add:	2.00/mile
EJ)	Extra Key - with FOB	Add:	$295.00
EK)	Extra Key - without FOB	Add:	$155.00
EL)	5 year/ 75000 Powertrain Extended Warranty	Add:	$2,695.00
EM)	5 year/ 100,000 mile Extended Warranty	Add:	$3,985.00
EN)	Door Decals Graphics Package (Front Doors)	Add:	$850.00
EO)	Headlight/Taillight Flashers	Add:	$950.00

MICHELLE LUJAN GRISHAM
GOVERNOR

KEN ORTIZ
CABINET SECRETARY

MARK HAYDEN
DIRECTOR
STATE PURCHASING DIVISION

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

January 26, 2021

TO: **Don Chalmers Ford DBA MHQ of NM**
5601 Balloon Fiesta Parkway Suite C
Albuquerque, NM 87113
jgranger@mhqnm.com

SUBJECT: **FINAL EXTENSION** of Statewide Price Agreement **Police Vehicle Equipment # 60-000-15-00032**

By mutual agreement between the New Mexico State Purchasing Agent and Don Chalmers Ford DBA MHQ of NM, we would like to extend this Price Agreement through **March 21, 2022** at the same terms, price and conditions. Be advised, signature of this form is not notice of an award. Vendor must receive a signed amendment for the extension from State Purchasing for this extension to be in effect. You are required to submit a sales report, for the past 12 months, of all sales based on this Price Agreement. The report should contain total sales per contract, description of the sale and if possible to what agency or public body of government the sales were made. We are interested in the distinction between sales to state agencies and local public bodies (like cities and counties) to evaluate to whom our contracts are most beneficial.

In order to receive notification of the new solicitation for this Price Agreement in the future, please ensure that your company is registered as a Supplier in our electronic bidding system, eProNM. If registration has already been completed, please take the time to update all contact information as well as commodity codes.
https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfNewMexico

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to SPD's system using the link provided in the email you received with this request.

(Please check only **one**)

☒ I wish to extend

☐ I do not wish to extend

Company Name, Address (if different than above) and Phone: _____

Print Name: JOHN GRANGER email: JGRANGER@MHQWEST.com

Generic email address for procurement notifications (if applicable): _____

Signature of Authorized Representative: _____

Thank you for your continued business.
Respectfully,
Yuliastuti Wulandari
Procurement Officer

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **15 Vendors** **Telephone No.:**

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Three

Term: March 21, 2016 through March 22, 2018

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Title: **Police Vehicle Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2017 to March 22, 2018 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3/29/2017

Item #	Approx. Quantity	Unit	Description	Prices			
1		Each	Complete Computer stand, console mounted	Price			
			AA-Advanced Comm	$ 150.83			
			AD-Code 3 Service, LLC	$ 396.00			
			AE-Higher Power Solutions - Havis #67107	$ 250.00			
			AF-MHQ of New Mexico	$ 420.00			
			AH-Grants & Technology Veterans, LLC	$ 186.00			
			AK-New Mexico Emergency products, LLC - #CM-____-SL-LED	$ 388.80			
			AN-West Mesa Auto Craft	$ 433.76			
			AO-Wireless Advanced Communications	$ 342.96			
2		Each	Sedans: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 663.13	$ 644.39	$ 626.54	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 396.00	$396.00 Impala
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC	$ 393.00	$ 399.00	$ 376.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSPI-SL-LED, Chevy, Troy #CM-PSCP-SL-LED, Dodge, Troy #CM-PSCH-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 654.62	$ 637.53	$ 621.25	
			AO-Wireless Advanced Communications	$ 526.61	$ 511.73	$ 497.55	

3		Each	Utility Vehicle: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 668.15	$ 644.39	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 381.70	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 393.00	$ 406.80	$ 749.40	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSUV-SL-LED, Chevy, Troy #CM-TH15-SL-LED	$ 453.75	$ 453.75		
			AN-West Mesa Auto Craft	$ 637.53	$ 659.20	$ 637.53	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 511.73	
4		Each	Pick-up Truck: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 650.05	$ 668.15	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 314.60	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 379.80	$ 406.80	$ 409.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-F15-SL-LED, Chevy, Troy #CM-SILV-SL-LED, Dodge, Troy #CM-PSDR-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 642.69	$ 659.20	$ 621.25	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 497.55	

5		Each	Sedans: Console with 10" slope and 8" mounting at level area, compatible with side-mounted computer mounts, fits exactly against OEM consoles. Must be able to mount to OEM floor plate.				
			Includes: 4" faceplate for radio, 2" repeater faceplate, controller faceplate console mount, metal storage tray to be 4" with a 1.75" depth, dual external cup holders, 2" faceplate for three (3) – 12V outlets.	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, map light	$ 367.03	$ 525.87	$ 325.76	
			AD-Code 3 Service, LLC	$ 314.60	$ 261.80	$ 261.80	$304.70 Impala
			AE-Higher Power Solutions	$ 900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$ 375.00	$ 375.00	$ 375.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 648.00	$ 657.00	$ 661.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CC-PI-L-18, Chevy,Troy #CC-CP-E-DM-18, Dodge, Troy #CC-BPD-15	$ 427.50	$ 390.00	$ 408.75	
			AN-West Mesa Auto Craft	$ 709.76	$ 854.58	$ 672.13	
			AO-Wireless Advanced Communications	$ 291.48	$ 417.61	$ 258.70	

6		Each	Utility Vehicle: Console with 12" slope, 6" mounting at level area – snaps onto OEM side panels, relocate Bluetooth option USB/Aux, works with low-profile accessories. Must be able to mount to OEM floor plate.				
			Includes: 4" faceplate for radio, 2" repeater faceplate, blanks and console mount, controller faceplate, external cup holder, metal storage tray to be 4" with a 1.75" depth, 2" faceplate for three (3) – 12V outlets Complete utility console for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$ 356.53	$ 384.64	$ 392.10	
			AD-Code 3 Service, LLC	$ 294.80	$ 369.00	$ 369.60	
			AE-Higher Power Solutions	$ 900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$ 375.00	$ 375.00	$ 375.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 648.00			
			AK-New Mexico Emergency products, LLC, Ford #CC-UV-L-18, Chevy #CC-F-THOS-22 wide body, 22"	$ 427.50	$ 566.25		
			AN-West Mesa Auto Craft	$ 700.19	$ 725.82	$ 732.61	
			AO-Wireless Advanced Communications	$ 283.12	$ 305.46	$ 311.37	

7		Each	Pick-up Truck: Wide body console, fills space seat to seat, 8" slope, 12" mounting at level area - Must be able to mount to OEM floor plate.					
			Includes: 4" faceplate for radio, 2" repeater faceplate, Controller faceplate, Console mount floorplate, Metal storage tray to be 4" with a 1.75" depth, Dual internal cup holders 2" faceplate for three (3) – 12V outlets Complete pick-up console for:		Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$	516.58	$ 548.11	$ 530.81	
			AD-Code 3 Service, LLC	$	369.60	$ 369.60	$ 258.50	
			AE-Higher Power Solutions	$	900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$	487.50	$ 487.50	$ 487.50	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$	877.20	$ 657.00	$1,061.40	N/A
			AK-New Mexico Emergency products, LLC, Ford #CC-WBOS-20, 20" wide body, open storage	No Bid				
			AN-West Mesa Auto Craft	$	846.11	$ 859.08	$ 850.64	
			AO-Wireless Advanced Communications	$	410.23	$ 435.26	$ 414.17	

8		Each	Modems:	Manufacturer:	Price		
			AA-Advanced Comm	Sierra Wireless	$ 999.00		
			AD-Code 3 Service, LLC	Option International	$ 509.00		
			AE-Higher Power Solutions	Omnivations	$ 750.00		
			AF-MHQ of New Mexico		N/A		
			AH-Grants & Technology Veterans, LLC	Cradlepoint, IBR600LPE-VZ or IBR600LPE-AT&T	$ 573.00		
			AK-New Mexico Emergency products, LLC	CDW-G Electronics - List	10%		
			AN-West Mesa Auto Craft		No Bid		
			AO-Wireless Advanced Communications		No Bid		
9		Each	Antenna for modems	Price			
			AA-Advanced Comm	$ 65.00			
			AD-Code 3 Service, LLC	No Bid			
			AE-Higher Power Solutions	$ 120.00			
			AF-MHQ of New Mexico	$ 425.00			
			AH-Grants & Technology Veterans, LLC - AP-CCWW-Q-S2222-RP34-BL	$ 179.00			
			AK-New Mexico Emergency products, LLC	No Bid			
			AN-West Mesa Auto Craft	No Bid			
			AO-Wireless Advanced Communications	No Bid			

10		Disc	Discount off parts catalog or list price for related accessories pertaining to computer stands, consoles and modems		Discount		
			AA-Advanced Comm		5%		
			AD-Code 3 Service, LLC		N/A		
			AE-Higher Power Solutions		20%		
			AF-MHQ of New Mexico		25%		
			AH-Grants & Technology Veterans, LLC :	Gamber Johnson metal mounting/console products & docks	35%		
				Gamber Johnson non-metal mounting accessories with electronics	5%		
				Cradlepoint modems solutions & modem accessories	7%		
				Cradlepoint modems warranties and software support solutions	5%		
				Sierra Wireless modems solutions & modem accessories	5%		
			AH-Grants & Technology Veterans, LLC :	Sierra Wireless modems warranties and software support solutions	2%		
				Cradlepoint & Sierra Wireless modem antenna solutions	5%		
				Havis metal mounting/console products (non-electronic)	5%		

		Havis mounting accessories and docks with electronics	15%	
	AK-New Mexico Emergency products, LLC	American Aluminum	30%	
		Angel Armor	10%	
		Copeland	5%	
		Go Rhino	25%	
		Havis	20%	
		Gamber Johnson	30%	
	AK-New Mexico Emergency products, LLC	Laguna MFG	10%	
		Littlelight	10%	
		OPS	10%	
		Pelican	10%	
		Premier	30%	
		Setina	20%	
		Streamlight	25%	
		Troy	25%	
		Truck Vault	10%	
		Warn Industries	10%	
		Weiser	30%	
	AN-West Mesa Auto Craft	Whelen Engineering	38%	
		Code 3	30%	
		Feniex	25%	
		Brooking Industries	20%	
		Able 2/Sho-Me	30%	
		Rigid Industries	15%	
		Jotto-except Kodiak	15%	
		Havis	18%	
		Premier Mounting Solutions	25%	
		Setina-except PB450 & PB550	20%	
		Go Rhino	25%	
		Pro-Gard Products	15%	

		Truck Vault	10%	
		Other Law Enforcement MFG's, Not incl camera systems, radar or radios	5%	
	AO-Wireless Advanced Communications	American Aluminum	5%	
		Applied Concepts	5%	
		Blue Sea	30%	
		Coban	5%	
	AO-Wireless Advanced Communications	Code 3	5%	
		Copeland	5%	
		Custom Cages	5%	
		D&R	20%	
		Digital Ally	5%	
		Federal Signal	35%	
		Firecom	20%	
		Gamber-Johnson	25%	
		Go Rhino	15%	
		GoLight	15%	
		Havis	25%	
		Jotto Desk	20%	
		Kodiak	20%	
		Kussmaul	15%	
		Kustom Signal	10%	
		Laguna	15%	
		L-Tron	10%	
		Lund	20%	
		Maxxima	20%	
		NM 12 Volt	5%	
		Panorama Antennas	15%	
		Patriot	20%	
		Pro-Gard	20%	
		Radiotronics	10%	
		Ranch Hand	20%	
		Rearview Safety	5%	
		Safety Vision	9%	

				Santa Cruz	20%		
				Setina	20%		
				SoundOff	40%		
				Stalker	5%		
				Streamlight	30%		
				Synnex	5%		
				Tomar	5%		
				Troy	25%		
				Truck Vault	10%		
				Unity	40%		
				VLCM	5%		
				Watchguard	10%		
				Weiser Solutions	25%		
				Westin	25%		
				Whelen	20%		
11		Hourly	Labor/repair & installation cost per hour	Price			
			AA-Advanced Comm	$ 95.00			
			AD-Code 3 Service, LLC	No Bid			
			AE-Higher Power Solutions	$ 70.00			
			AF-MHQ of New Mexico	$ 80.00			
			AH-Grants & Technology Veterans, LLC	$ 65.00			
			AK-New Mexico Emergency products, LLC	$ 65.00			
			AN-West Mesa Auto Craft	$ 50.00			
			AO-Wireless Advanced Communications	$ 85.00			

Specifications for Visual and Audio Warning Systems, Parts, Supplies and Labor:

All items bid in this category shall conform to the Society of Automotive Engineers (SAE) or California Code Certifications, Title 13.

When an item is identified by manufacturer's name, trade name, catalog number or reference, it is the responsibility of the bidder to document brand name equals in the space provided for each item or to make changes on manufacturer's numbers on each item if the numbers have been changed.

These specifications are for vehicle-mounted roof lights, vehicle-mounted rear deck lights, LED light systems, directional light controls, sirens, and speakers. The systems must be suitable for mounting in or on high speed emergency vehicles operated by New Mexico Department of Public Safety and other New Mexico law enforcement and public safety agencies.

Acceptable Equipment:
Only **complete** equipment, consisting of the lighting system, lenses, covers, mounting brackets, and power and/or control cable will be accepted. All items offered shall be standard production models of the manufacturer and except for configuration, may not be built especially for this bid request. Repair parts must be readily available to New Mexico Department of Public Safety or user agency/entity without unreasonable delay. No additional charges will be accepted. All prices bid per unit **shall** include all delivery charges to the purchaser's place of business within the State of New Mexico. The successful bidder shall be authorized by the manufacturer and required to: offer warranty repair service when requested by the end user; stock repair parts and finished products locally in the State of New Mexico.

Specifications for Light-Emitting Diode (LED) Light Bar and LED lights:
This specification describes the minimum requirements for visual warning system for emergency vehicles. The light bar shall utilize reflector LED-based technology and reliable onboard circuitry manufacturing design. The light bar must be capable of removal without disassembly of the interior components for ease of service or repair. The light bar must be compatible with current Department of Public Safety equipment.

Light Bar:
LED heads shall consist of reflector modules utilizing most current technology. Each module shall be offset, use a compound curve and polished-reflector design and shall contain at least twelve (12) diodes, projecting downward into the reflector assemblies. Modules shall be available in red, white, blue and amber LEDs, chosen by user agency. Each light bar shall contain at least twenty-two (22) reflector modules, with a total of three hundred and twenty-four (324) most current lamp diodes. Microprocessor controls shall be utilized to provide a total of twenty-eight (28) user-selectable flash patterns, including an intersection mode and a low-power "dim" mode. The light bar must contain three (3) prioritized modes of operation with mode 3 the highest priority. Mode 3 will override mode 2 and mode 2 will override mode 1. Each of the three modes will provide preset flash patterns that can be activated for various stages of the emergency vehicle's warning light levels of operation. Modules shall be field-replaceable and shall meet SAE J595 light output, SAE 1113/41 RFI, and SAE J845 standards. No exceptions will be allowed.

Alley Lights:
Alley lights shall be integrated into the light bar. Each module shall contain at least twelve (12) diodes on the driver and passenger side. No exceptions will be allowed

Flood Lights:
Flood lights shall be 360 degrees visibility and integrated in the light bar. Each module shall contain at least six (6) diodes and be white LED. No exceptions will be allowed.

Construction:
The Light Bar shall be a single piece, polycarbonate, based on a minimum 1/8" thick extrusion that shall provide strength without excessive weight. Housing shall be molded polycarbonate for durability. Colors (clear, red, blue or amber) shall be specified by user agency. The dome shall be secured with barrel nuts and shall use "O" rings for a water proof seal.

Mounts:

A pair of stainless steel installation brackets, vehicle specific, shall be included. The mounting brackets must allow for height and pitch adjustment. Mounting legs must be adjustable for distance to allow for differing roof lines. No exceptions will be allowed.

Dimensions:
The Light Bar must be no more than 2" in height, no less than 10" in width, and 44" in overall length. 51" overall length light bar for trucks and large SUVs with the same height and width.

Warranty:
The warranty period shall be five years parts replacement, one year labor.

Specifications for siren/light control:
This specification describes the minimum requirements for a siren/switching/public address combination for emergency vehicles. The system shall be compatible with 12 Volt DC, negative ground vehicles, two-way radios, vehicle lighting and speakers. The system shall be compatible with current department of public safety equipment.

Construction:
The control should be a programmable siren/light controller with remote mount amplifier and have a programmable illuminated push button with three position slide switch with built-in traffic control and display capability. It should have a minimum of fourteen solid state relays and external fuses. It should be capable of using a Cat5 siren controller and light bar. It shall contain directional warning capability.

Sounds:
System shall have siren sounds and non-siren sounds. The siren sounds shall include manual, wail, and yelp. Manual shall consist of a tone that rises as the vehicle's horn button or the siren's manual button is pressed. Momentary application shall produce a brief burst. Wail and yelp shall provide tones that automatically rise between 500 Hz and 1650 Hz eleven times per minute. Frequencies below 500 Hz shall be eliminated to avoid speaker damage. Non-siren sounds shall include an air-horn type sound at 1000 Hz, a choice of two high/low alternating 600 Hz and 1350 Hz sounds, and a hetro sound. The system shall offer an alarm input for K9 or burglar alarm uses.

Siren Operation:
System shall stop siren when vehicle is shifted into park, but allow continued operation of public address and lighting circuits. System shall allow either a five-second override (change of tone for five seconds when horn button or manual switch is pressed), lock (tone is changed when horn button or manual switch is pressed and changed back upon pressing again), or sweep (siren cycles through three siren sounds every six seconds upon pressing horn button or manual switch, returned to normal operation upon pressing again).

Public Address:
The public address system shall provide inputs for radio and microphone audio. The included microphone can be dedicated for P.A. or can be common between radio and P.A. system. The output power shall be 50 Watts 400 Hz to 10K Hz with less than 10% harmonic distortion. Volume shall be established with three fixed settings via two externally accessible potentiometers.

Electrical:
Total switching system capacity shall be 205 Amperes. The system shall have a slide switch with the following functions: five sequenced circuits for warning light control having a total capacity of 60 Amperes; lever positions 1 & 2 shall turn on warning lights without siren, position 3 shall activate siren also; lever position 3 shall transfer horn ring for siren control (use of external relays is unacceptable; the slide switch shall be rated at 800,000 cycle life. Accessory switches shall provide the following functions from left to right: takedown control (30 Ampere capacity), brake and backup light cutoff (two separate circuits at 30 Ampere capacity each), right and left alley light control (30 Ampere each), auxiliary control (fourth, up position, 30 Ampere capacity), gun-lock (fourth, down position) release with optional plug-in 9-second timer. Siren and accessory selector switches shall have 50,000 cycle life rating; accessory switch relays

shall have a life rating of 500,000 cycles and be rated for 30 Amperes each. Indicator lights shall have a life rating of 100,000 flashing hours, while panel lights shall have a life rating of 16,000 hours.

Warranty:
Electronic components shall be warrantied for five years. Switches, panel lights, hardware, and non-electronic parts shall be warrantied for three years.

Specifications for rear deck warning light:
This specification describes the minimum requirements for a rear, low profile, deck warning light, capable of mounting in the rear deck of emergency vehicles. The system must be supplied with a universal mounting kit for mounting in department of public safety vehicles. The system shall be compatible with 12 Volt DC systems and current department of public safety equipment.

Construction:
The system housing shall be constructed of a durable material to withstand heavy duty activities. It must have a minimum of eight reflectors containing at least three LED Diodes. The system shall be capable of operation in temperatures from -30 degrees c to 65 degrees c and weight no more than 4.2 lbs. (shipping weight).

Electrical:
The system must draw no more than 4.68 Amperes and operate at 12.8 Volts DC. It must comply with FCC part 15, SAE 113/41 RFI, SAE J595, and SAE J2498.

Warranty:
Warranty period shall be five years parts, one year labor.

Specifications for LED Corner Inserts:
This specification describes the minimum requirements for a LED inserts consisting of at least nine LEDs per head designed for installation in existing light housings of emergency vehicles. The system must be capable of cloning other identical systems to the same configuration with a cloning cable while only one is powered to save installation time. The system shall offer a built in power supply, reverse polarity protection and the system must be water proof. Light head dimensions shall be no bigger than 1.5" in base by 1.0" in width. Equipment must be compatible with current department of public safety equipment.

Electrical:
System shall operate at full power from 12-30 Volts DC. It shall operate at reduced power from 7-12 Volts DC. The system shall require no more than 7 Amperes at 12 Volts DC and have standby current of no more than 6.5mA.

Warranty:
Product shall be warrantied for five years, except strobe tubes, which shall be warrantied for one year.

Item #	Approx. Quantity	Unit	Description		
1		Each	LED Light Bar	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 2,437.00
			AB - B & G Automotive	Whelen Liberty	$ 3,200.00
			AD-Code 3 Service, LLC	Feniex Cobra 49"	$ 960.21
				SoundOff Signal	$ 1,563.25
				Federal Signal	$ 2,177.50
			AE - Higher Power Solutions	Apollo 49" Feniex #L-4950	$ 2,280.00
				Cobra 49", Feniex #L-4910	$ 1,181.00
				Integrity 44", Federal Signal #INTG44S	$ 3,200.00
				Integrity 51", #INTG51S	$ 3,500.00
			AF - MHQ of New Mexico	Federal Signal	$ 1,450.00
				Federal Signal-Lighting pkg to include: 44" Integrity Dual Color, ES 100 Speaker w/Bracket and SSP 2000 Platinum Siren	$ 2,406.24
				SoundOff Signal Lighting pkg 1 to include: 48" ENForce Single Color LED Bar ENFLBS1248, ETSS100N Siren speaker w/bracket, ETSA481CSR Siren amplifier	$ 1,602.18
				SoundOff Signal Lighting pkg 2 to include: 48" ENForce Single color LED bar, ENFLBS1248CSR Siren speaker w/bracket, ETSA481CSR Siren amplifier	$ 2,128.47
				Code 3 Lighting pkg to include: 47" LED light bar #21TRPL47A8, 3100U Siren speaker, 3892L6 Siren controller	$ 1,823.75
				Whelen lighting pkg to include: 48" LED light bar #IX8BBRR, SA315P Siren speaker w/bracket, 295SSLSA6 Siren controller	$ 1,897.50

			AG - Federal Signal Corporation	Federal Signal INTG445-NMSP	$ 1,350.00
			AK - New Mexico Emergency products, LLC	SoundOff, N-Force 48", ENFLBS1248	$ 1,956.00
				Federal Signal, INTG44S-NMSP	$ 1,890.00
			AN - West Mesa Auto Craft	Whelen Engineering-44"	$ 1,589.00
				Whelen Engineering-51"	$ 1,769.00
			AO - Wireless Advanced Communications	Sound Off	$ 1,500.00
				Federal Signal	$ 1,500.00
2		Each	Siren light control	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 894.78
			AB - B & G Automotive	Federal Signal	$ 2,200.00
			AD - Code 3 Service, LLC	Feniex	$ 414.96
				SoundOff Signal	$ 669.95
				Federal Signal	$ 1,104.35
			AE - Higher Power Solutions	Feniex 4200 Controller	$ 638.40
				Federal Signal Touchmaster Delta	$ 736.00
				Federal Signal Platinum 3000	$ 1,699.00
			AF - MHQ of New Mexico	Federal Signal	$ 825.00
			AG - Federal Signal Corporation	Federal Signal SSP3000B	$ 747.56
				Federal Signal LED Corner inserts 416200-44	$ 112.20
			AK - New Mexico Emergency Products, LLC	SoundOff, ETSA481RSP	$ 498.74
				Federal Signal, SSP300B	$ 1,046.58
				Whelen 295SSC6 w/WPKM1	$ 498.74
			AN - West Mesa Auto Craft	Whelen Engineering-incl speaker & Bracket	$ 749.00
			AO - Wireless Advanced Communications	Sound Off - Blueprint	$ 851.00

3		Each	Rear deck warning light	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 506.00
			AB - B & G Automotive	Whelen	$ 2,100.00
			AD - Code 3 Service, LLC	Feniex Cobra	$ 518.96
				SoundOff Signal	$ 805.35
				Federal Signal	$ 1,130.35
			AE - Higher Power Solutions	Feniex #A1000	$ 894.72
				Feniex #I-9000	$ 638.72
				Federal Signal Spectralux ILS	$ 1,000.00
			AF - MHQ of New Mexico	Federal Signal	$ 765.60
			AG - Federal Signal Corporation	Federal Signal SLS8-A	$ 254.80
			AK - New Mexico Emergency products, LLC	SoundOff, N-Force ENFTCDGS1206	$ 408.96
				Federal Signal, SL8A-A	$ 356.72
				Whelen Dominator D8RB	$ 408.96
			AN - West Mesa Auto Craft	Whelen Engineering	$ 429.65
			AO - Wireless Advanced Communications	Sound Off	$ 460.00
4		Each	Siren and speaker	Manufacturer	Price
			AA - Advanced Comm	Whelen	$ 437.85
			AB - B & G Automotive	Federal Signal	$ 1,500.00
			AD - Code 3 Service, LLC	Feniex	$ 188.36
				SoundOff Signal	$ 231.40
				Federal Signal	$ 204.10
			AE - Higher Power Solutions	Feniex C-4014	$ 330.00
				Feniex C-4015	$ 488.00
			AF - MHQ of New Mexico	Federal Signal	$ 135.00
			AG - Federal Signal Corporation	Federal Signal ES100C	$ 117.65
			AK - New Mexico Emergency products, LLC	SoundOff, ETSS100N	$ 164.72
				Federal Signal, ES100C	$ 164.71
				Whelen SA315P	$ 167.72
			AN - West Mesa Auto Craft	Whelen Engineering	$ 145.00
			AO - Wireless Advanced Communications	Whelen-bracket & speaker	$ 190.00

5		Discount	Discount off parts catalog or list price for related law enforcement audio, visual warning systems	Manufacturer	Discount
			AA - Advanced Comm	Whelen	18%
				Code 3	18%
				Federal Signal	18%
				Sound Off Signal	18%
			AB - B & G Automotive		10%
			AD - Code 3 Service, LLC	Feniex	35%
				SoundOff Signal	35%
				Federal Signal	35%
			AE - Higher Power Solutions		20%
			AF - MHQ of New Mexico	Able2	30%
				Big Sky Racks	10%
				Code 3	40%
				Copeland Engineering	30%
				Digital Ally	0%
				Watch Guard	0%
				Kustom Signals	20%
				Brookings Ind.	30%
				Federal Signal	45%
				911 Circuits	20%
				B & B Enterprises	20%
				Rigid Industries	10%
				Feniex Industries	30%
				Go Light	10%
				Sound Off Signal	40%
				Streamlight	20%
				Elzetta	5%
				Pelican Products	10%
				Tomar	30%
				Whelen	35%
				Joto Desk	25%
				Havis	30%
				Gamber Johnson	20%
				Troy Products	25%
				Westin	20%
				Setina Products	20%
				Laguna Seats	10%
				Santa Cruz Gun Locks	20%

	AF - MHQ of New Mexico	Go Rhino	25%
		Kussmaul	10%
		Pro-gard	20%
		Rtruck Vaults	10%
		Ops	15%
		D & R Manufacturer	15%
		Angel Armor	5%
		All Other Manufacturers	10%
	AG - Federal Signal Corporation		45%
	AK - New Mexico Emergency products, LLC	SoundOff Signal	40%
		Federal Signal	30%
		AOE Electrical	10%
		Code 3	30%
		ECCO	25%
		Feniex	25%
		Nova	30%
		Tomar	20%
		Unity	25%
		Patrol Power	10%
		Whelen	30%
		PSE Amber	30%
	AN - West Mesa Auto Craft	Whelen Engineering	38%
		Code 3	30%
		Feniex	25%
		Brooking Industries	20%
		Able 2/Sho-Me	30%
		Rigid Industries	15%
		Jotto-except Kodiak	15%
		Havis	18%
		Premier Mounting Solutions	25%
		Setina-except PB450 & PB550	20%
		Go Rhino	25%
		Pro-Gard Products	15%
		Truck Vault	10%
		Other Law Enforcement MFG's, Not incl camera systems, radar or radios	5%
	AO - Wireless Advanced Communications		35%

6		Hourly	Labor / repair & installation, Cost per hour	Price	
			AA - Advanced Comm	$ 95.00	
			AB - B & G Automotive	$ 88.00	
			AD - Code 3 Service, LLC	$ 85.00	
			AE - Higher Power Solutions	$ 65.00	
			AF - MHQ of New Mexico	$ 80.00	
			AG - Federal Signal Corporation	No Bid	
			AK - New Mexico Emergency products, LLC	$ 65.00	
			AN - West Mesa Auto Craft	$ 50.00	
			AO - Wireless Advanced Communications	$ 85.00	

Item #	Approx. Quantity	Unit	Description			
1		Each	In-Vehicle Camera (With wireless downloading capability)	MFG	Model #	Price
			AA - Advanced Comm	L3	FB3 or HD System	$ 5,868.75
			AB - B & G Automotive	Federal Signal	DTX-KIT-Law-1	$ 4,500.00
			AC - Coban Technologies, Inc.	Coban	_Edge SD_w/WiFi antenna	$ 5,129.75
			AD - Code 3 Service, LLC	GeTac	Veretos	$ 4,851.47
			AE - Higher Power Solutions	Digital Ally	DVM-800	$ 4,500.00
			AF - MHQ of New Mexico	Coban	EdgeHD w/WiFi antenna	$ 5,444.75
			AH - Grants & Technology Veterans, LLC	Panasonic Arbitrator	ARB-KIT-HD	$ 5,465.00
			AI - Kustom Signals, Inc.	Kustom Signals	G3 Vision Bundled In-Car Video - See Attachment 3	$ 4,819.00
			AJ - L3 Mobile-Vision, Inc	Variable	Variable	$ 4,695.00
			AK - New Mexico Emergency products, LLC			No Bid
			AL - Safety Vision, LLC.	Safety Vision, LLC	ICP-KIT	$ 3,495.00
			AM - Watch Guard	Watch Guard Video	4RE HD In-Car Video System	$ 4,995.00
			AN - West Mesa Auto Craft			No Bid
		60-100	AO - Wireless Advanced Communications	Coban	Edge HD w/WiFi antenna	$ 5,300.00

2		Each	In-Vehicle Camera (With-Out wireless downloading capability)	MFG	Model #	Price
			AA - Advanced Comm	L3	FB3 or HD System	$ 5,868.75
			AB - B & G Automotive			No Bid
			AC - Coban Technologies, Inc. - See Attachment 3	Coban	_Edge SD w/o WiFI antenna	$ 4,935.00
			AD - Code 3 Service, LLC	GeTac	Veretos	$ 4,851.47
			AE - Higher Power Solutions	Digital Ally	DVM-800	$ 3,995.00
			AF - MHQ of New Mexico	Coban	Edge HD w/WiFi antenna	$ 5,250.00
			AH - Grants & Technology Veterans, LLC	Panasonic Arbitrator	ARB-KIT-HD	$ 5,312.00
			AI - Kustom Signals, Inc.	Kustom Signals	G3 Vision Bundled In-Car Video	$ 4,569.00
			AJ - L3 Mobile-Vision, Inc			No Award
			AK - New Mexico Emergency products, LLC			No Bid
			AL - Safety Vision, LLC.	Safety Vision, LLC	ICP-KIT	$ 3,495.00
			AM - Watch Guard	Watch Guard Video	4RE HD In-Car Video System	$ 4,795.00
				Watch Guard Video	DV1=EOH	$ 4,825.00
			AN - West Mesa Auto Craft			No Bid
		60-100	AO - Wireless Advanced Communications	Coban	Edge HD w/o WiFi	$ 5,100.00
3		Discount	Discount off Parts and accessories, discount is for related cameras and equipment as described above	Additional Disc	Discount	
			AA - Advanced Comm		5%	
			AB - B & G Automotive		10%	
			AC - Coban Technologies, Inc.		5%	
			AD - Code 3 Service, LLC		10%	
			AE - Higher Power Solutions		0%	
			AF - MHQ of New Mexico		5%	
			AH - Grants & Technology Veterans, LLC:			
				% off Catalog List Price Related Equipment and Accessories	3%	
				% off Catalog List price for Warranties	5%	
				% off Catalog List price for Services	1%	

				% off Catalog List Price for Panasonic Body worn camera	10%	
				% off Catalog List Price for Panasonic Body worn camera accessories	5%	
			AI - Kustom Signals, Inc.		20%	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		No Bid	
			AL - Safety Vision, LLC.		0%	
			AM - Watch Guard - MSRP		20%	
			AN - West Mesa Auto Craft		No Bid	
			AO - Wireless Advanced Communications		5%	
4		Hourly	Hourly Labor rate for Installation and Repairs	Additional Rates	Price	
			AA - Advanced Comm		$ 95.00	
			AB - B & G Automotive		$ 88.00	
			AC - Coban Technologies, Inc. - NMSP-DPS has already been trained on installation so no additional costs for DPS/SP to perform Installations.		$ 445.00	
			AD - Code 3 Service, LLC		$ 85.00	
			AE - Higher Power Solutions		$ 65.00	
			AF - MHQ of New Mexico		$ 80.00	
			AH - Grants & Technology Veterans, LLC		$ 150.00	
			AI - Kustom Signals, Inc.: on-site at agency's location w/minimum of 10 units - for factory repairs contact Kustom Signals Technology Support Services Center first at (800) 835-0156 or email @ videotss@kustomsignal.com	Installation	$ 400.00	
				De-installation	$ 175.00	
				Factory repairs	$ 85.00	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		$ 65.00	
			AL - Safety Vision, LLC.	Flat Rate Installation	$ 450.00	
				Repairs	$ 75.00	
			AM - Watch Guard		$ 105.00	
			AN - West Mesa Auto Craft		$ 65.00	
			AO - Wireless Advanced Communications		$ 85.00	

5		Discount	Software (% Off Catalog Price List)	Discount		
			AA - Advanced Comm	5%		
			AB - B & G Automotive	5%		
			AC - Coban Technologies, Inc.	5%		
			AD - Code 3 Service, LLC	10%		
			AE - Higher Power Solutions	0%		
			AF - MHQ of New Mexico	5%		
			AH - Grants & Technology Veterans, LLC - % off catelog list price for Panasonic Body worn camera licenses	5%		
			AI - Kustom Signals, Inc. EDV Lite Software License (Approx %)	80%		
			EDV HQ Software License (Approx %)	15%		
			AJ - L3 Mobile-Vision, Inc	No Award		
			AK - New Mexico Emergency products, LLC	No Bid		
			AL - Safety Vision, LLC.	0%		
			AM - Watch Guard MSRP	20%		
			AN - West Mesa Auto Craft	No Bid		
			AO - Wireless Advanced Communications	5%		
6		Hourly	Support	Price		
			AA - Advanced Comm	$ 125.00		
			AB - B & G Automotive	$ 196.00		
			AC - Coban Technologies, Inc. -Only incurred for non-warranty support/repairs	$ 95.00		
			AD - Code 3 Service, LLC	$ 85.00		
			AE - Higher Power Solutions	$ 50.00		
			AF - MHQ of New Mexico	N/A		
			AH - Grants & Technology Veterans, LLC	N/A Sold Annually (See Item 3 Services Above)		
			AI - Kustom Signals, Inc.: on-site at agency's location w/minimum of 10 units - for factory repairs contact Kustom Signals Technology Support Services Center first at (800) 835-0156 or email @ videotss@kustomsignal.com	$ 85.00		
			AJ - L3 Mobile-Vision, Inc	No Award		
			AK - New Mexico Emergency products, LLC	No Bid		
			AL - Safety Vision, LLC.	Included		
			AM - Watch Guard	Included at N/C		
			AN - West Mesa Auto Craft	No Bid		
			AO - Wireless Advanced Communications	$ 85.00		

7		Hourly	Maintenance of the in-car camera and equipment		Price	
			AA - Advanced Comm		$ 95.00	
			AB - B & G Automotive		No Bid	
			AC - Coban Technologies, Inc. - per unit/per year		$ 150.00	
			AD - Code 3 Service, LLC		No Bid	
			AE - Higher Power Solutions		$ 65.00	
			AF - MHQ of New Mexico		$ 80.00	
			AH - Grants & Technology Veterans, LLC		No Bid	
			AI - Kustom Signals, Inc.	1-9 Units		
				Year 1	$ 787.50	
				Year 2	$ 1,541.25	
				Year 3	$ 1,687.50	
				Year 4	$ 1,912.50	
				10-19 Units		
				Year 1	$ 525.00	
				Year 2	$ 1,027.50	
				Year 3	$ 1,125.00	
				Year 4	$ 1,275.00	
				20 or More Units		
				Year 1	$ 350.00	
				Year 2	$ 685.00	
				Year 3	$ 750.00	
				Year 4	$ 850.00	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		$ 65.00	
			AL - Safety Vision, LLC.		$ 75.00	
			AM - Watch Guard			
			AN - West Mesa Auto Craft		No Bid	
			AO - Wireless Advanced Communications		$ 85.00	

8		Each	Additional warranty package	Years	Price	
			AA - Advanced Comm - off MSRP		5%	
			AB - B & G Automotive		No Bid	
			AC - Coban Technologies, Inc. - 3 year hardware warranty, 1 year maintenance and support and rear facing camera is included in purchase	Year 4	$ 400.00	
			AD - Code 3 Service, LLC	Year 5	$ 550.00	
			AE - Higher Power Solutions		$ 250.00	
			AF - MHQ of New Mexico	Year 4	N/C	
				Year 5	N/C	
			AH - Grants & Technology Veterans, LLC		No Bid	
			AI - Kustom Signals, Inc., each year of extended warranty is individual and not inclusive of previous years.	Year 2	$ 300.00	
				Year 3	$ 400.00	
				Year 4	$ 500.00	
				Year 5	$ 600.00	
			AJ - L3 Mobile-Vision, Inc		No Award	
			AK - New Mexico Emergency products, LLC		No Bid	
			AL - Safety Vision, LLC.	Per System	$ 500.00	
			AM - Watch Guard			
			AN - West Mesa Auto Craft		No Bid	
			AO - Wireless Advanced Communications	4 year	$ 440.00	

Vehicle Wraps and Decals

This category describes services, materials and specifications for marking police vehicles which includes: 1) designing/creating new designs and modifying existing designs, 2) furnishing and installing decals and wraps on various vehicles as required, 3) miscellaneous repairs on previously decaled or wrapped vehicles as needed.

Design Services:
Includes all services regarding creation of new designs, setup, proofing and editing of existing designs at a set hourly rate.

Standard Specifications:
Decals applied to police vehicles shall be high performance, high quality materials with a minimum manufacturer's warranty. The product thickness, color, strength, reflectivity and adhesion must be able to withstand weather and usage common to law enforcement and municipal vehicles. The product should be able to remain intact with minimal damage under conditions normally withstood by the vehicles paint and surface preparation.

Item #	Approx. Quantity	Unit	Description		Price
1		Each	Roof vehicle wrap: 3m IJ 1800CV3 – premium 2mil semi-gloss white vinyl film with air egress pressure sensitive adhesive or equivalent product		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 680.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 240.00
			AK - New Mexico Emergency products, LLC - per Sq Ft		$ 14.50
			AN - West Mesa Auto Craft		$ 300.00
2		Each	A & B pillars vehicle wrap: 3M IJ 180CV3 – premium 2mil semi-gloss white vinyl film with air egress pressure sensitive adhesive or equivalent product		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 60.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 156.00
			AK - New Mexico Emergency products, LLC - per Sq Ft		$ 14.50
			AN - West Mesa Auto Craft		$ 125.00

3		Each	Badges, decals – Print, laminate and contour cut: 3M680CR – premium 7mil white reflective printable vinyl with 3M8518 2mil cast gloss over-laminate or equivalent product, must meet ASTM D 4956-11A, Type 1 and NFPA 1901. 2 per unit, 16.25" x 11.63"		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 135.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 192.00
			AK - New Mexico Emergency products, LLC		$ 108.00
			AN - West Mesa Auto Craft		$ 70.00
4		sets	Stripes, machine cut: 3M680CR – premium 7mil white reflective vinyl or equivalent product, must meet ASTM D 4956-11A Type 1 and NFPA 1901. 2 sets per unit, 2.25" x 60"		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 175.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 72.00
			AK - New Mexico Emergency products, LLC		$ 180.00
			AN - West Mesa Auto Craft		$ 20.00
5		Sets	Lettering, machine cut: 3.3" tall Caps, Nikalite 48010P – 4.3mil premium engineering grade retro reflective vinyl or equivalent product, 3 sets of 11 letters per unit		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 65.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 66.00
			AK - New Mexico Emergency products, LLC		$ 90.00
			AN - West Mesa Auto Craft		$ 45.00
6		Sets	Lettering, machine cut: 3.3" tall Caps, Nikalite 48010P – 4.3mil premium engineering grade retro reflective vinyl or equivalent product, 3 sets of more than 11 letters per unit		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 65.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 350.00
			AF - MHQ of New Mexico		$ 66.00
			AK - New Mexico Emergency products, LLC		$ 180.00
			AN - West Mesa Auto Craft		$ 45.00

7		Hourly	Design services: Includes all services regarding design, setup, proofing and editing of existing designs		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 89.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 75.00
			AF - MHQ of New Mexico		$ 72.00
			AK - New Mexico Emergency products, LLC		$ 65.00
			AN - West Mesa Auto Craft		$ 45.00
8		Hourly	Installation and vehicle prep services: includes all labor relating to prepping and installation of wraps and decals on law enforcement vehicles		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 88.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 75.00
			AF - MHQ of New Mexico		$ 72.00
			AK - New Mexico Emergency products, LLC		$ 65.00
			AN - West Mesa Auto Craft		$ 45.00
9		Each	License Plate: front, specialty team identification plate.		
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		$ 37.00
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		$ 75.00
			AF - MHQ of New Mexico		$ 30.00
			AK - New Mexico Emergency products, LLC		$ 31.50
			AN - West Mesa Auto Craft		No Bid
10		Discount	Discount off for all other related services not included in the specification. Discount only applies to services relating to wraps and decals.		Discount
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		5%
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		5%
			AF - MHQ of New Mexico		10%
			AK - New Mexico Emergency products, LLC		10%
			AN - West Mesa Auto Craft		0%

11		Discount	Discount off for all other related material not included in the specifications. Discount only applies to material relating to wraps and decals.	MFG	Discount
			AA-Advanced Comm		No Bid
			AB - B & G Automotive		5%
			AD - Code 3 Service, LLC		No Bid
			AE - Higher Power Solutions		0%
			AF - MHQ of New Mexico		10%
			AK - New Mexico Emergency products, LLC		10%
			AN - West Mesa Auto Craft		0%
12		Discount	Discount off parts list price.	MFG	Discount
			AA-Advanced Comm		5%
			AB - B & G Automotive		10%
			AD - Code 3 Service, LLC		10-35%
				Feniex	35%
				SoundOff Signal	35%
				Federal Signal	35%
				Havis	20%
				Troy	20%
				Jotto	15%
				Whelen	35%
				GeTac	10%
				Pro-Gard	15%
				Setina	15%
				Plastix Plus	15%
			AE - Higher Power Solutions	Feniex	5%
			AF - MHQ of New Mexico		12%
			AK - New Mexico Emergency products, LLC	Kings of Wrap	10%
			AN - West Mesa Auto Craft		0%

Push Bar:

Heavy duty 4 gauge steel uprights
Minimum 2" wide rubber strips
Minimum 1 ½" lower tube for extra protection and added strength
Top channel options for 2 or 4 warning lights
4 gauge steel mounting brackets
Mounting bracket design minimizes bumper trimming
Black plated stainless hardware used on all visible fasteners
Uprights are pre-drilled for mounting pit bars or additional lights
Cross bar pre-drilled for mounting lights, siren or speaker

Item#	Approx. Quantity	Unit	Description					
1		Each	Push Bar	MFG	Ford	Chevrolet	Dodge	SUV/Truck
			AA-Advanced Comm		$274.74	$274.74	$274.74	$ 372.78
			AE - Higher Power Solutions	Setina PB-400L				
			AG - Federal Signal Corporation	PBX05 w/light channel	$195.00			
			AK - New Mexico Emergency products, LLC	No Bid				
			AN - West Mesa Auto Craft	Sedan 2 Lights	$281.37	$281.37	$281.37	$ 356.69
				Sedan 4 Lights	$291.37	$291.37	$291.37	$ 366.69
			AO - Wireless Advanced Communications	Westin	$290.00	$290.00	$290.00	$ 290.00

2		Discount	Disc off parts catalog or list price for related accessories pertaining to push bars	MFG	Disc
			AA-Advanced Comm		5%
			AE - Higher Power Solutions		20%
			AG - Federal Signal Corporation		40%
			AK - New Mexico Emergency products, LLC	Setina	20%
				Go Rhino	20%
				Federal Signal	25%
			AN - West Mesa Auto Craft	Whelen Engineering	38%
				Code 3	30%
				Feniex	25%
				Brooking Industries	20%
				Able 2/Sho-Me	30%
				Rigid Industries	15%
				Jotto-except Kodiak	15%
				Havis	18%
				Premier Mounting Solutions	25%
				Setina-except PB450 & PB550	20%
				Go Rhino	25%
				Pro-Gard Products	15%
				Truck Vault	10%
				Other Law Enforcement MFG's, Not incl camera systems, radar or radios	5%
			AO-Wireless Advanced Communications	Westin	25%

3		Hourly	Labor/repair & installation cost per hour	Price	
			AA-Advanced Comm	$ 95.00	
			AE-Higher Power Solutions	$ 65.00	
			Federal Signal Corporation	No Bid	
			AK-New Mexico Emergency products, LLC	No Bid	
			AN-West Mesa Auto Craft	$ 50.00	
			AO-Wireless Advanced Communications	$ 85.00	

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
11 Awarded Vendors- See pages 6&7 for details

Email:
Telephone No.:

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: **10-00000-20-00048**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See pages 6&7**

RL

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **505-827-0484**

Email: **raelynn.lujan@state.nm.us**

Title: **Communications, Radio Equipment, Parts, Accessories and Related Services**

Term: **November 18, 2020 thru November 17, 2022**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 11/13/2020

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

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Awarded Vendors:

(AA) 0000051480
Advanced Communications and Electro
2417 Baylor Drive SE
Albuquerque, NM 87106
(505) 244-3321
lhenz@advtwoway.com

Delivery: 10 days ARO, typical
Preference: Resident

(AB) 0000116813
Code 3 Service, LLC
2323 Aztec Rd NE- STE A
Albuquerque, NM 87107
(505) 407-2310
Sales@code3service.com

Delivery: 1-6 Weeks or As Requested

(AC) 0000147342
Electro-Magwave, Inc
PO Box 2182
Fairfax, VA 22031
(216) 232-0244
mike.wienke@emwaveinc.com

Delivery: UPS Surface Pre-Pay & Add-
Free Shipping for Order Total >$1,000.

(AD) 0000135964
Enchanted Technology Solutions, LLC
P.O. Box 29374
Santa Fe, NM 87592
(505) 946-8219
jeffg@ets.us.com

Delivery: 4-6 Weeks or as requested

(AE) 0000010372
Holzberg Communications, Inc.
PO Box 322
Totowa, NJ 07511
(800) 654-9550
holzberg@juno.com

Delivery: 15 Days ARO

(AF) 0000070398
Icom America Inc
12421 Willows Road NE
Kirkland, Washington 98034
(425) 450-6090
govsales@icomamerica.com

Delivery: 30-60 days ARO
(Large quantities: 90-120 days ARO)

(AG) 0000111558
L3Harris Technologies, Inc.
PO Box 419436
Boston, MA 02241-9436
(800) 368-3277
PSPCIDIQCONTRACTS@L3Harris.com

Delivery: As Requested

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(AH) 0000013468
Motorola Solutions Inc
13096 Collections Center Dr.
Chicago, IL 60693-0000
(505) 850-8194
manny.barreras@motorolasolutions.com

Delivery: FOB
Preference: Resident

(AI) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX 79922
(915) 584-6646
mercy@rtcinc.org
omar@rtcinc.org

Delivery: 1-8 weeks

(AJ) 0000137644
Southwest Customs LLC
17 HWY 82
Alamogordo, NM 88310
Office: (575) 488-1340
Cell: (650) 283-4471
collier@swcustoms.net

Delivery: As requested; at the discretion or purchase/end user/ requisitioner

(AK) 0000046297
Specialty Corporation
PO Box 23277
Albuquerque, NM 87192
(505) 294-6100

Delivery: same day if in stock, if not 2-8 weeks

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II. Implementation Services: Software Integration, Hardware Installation and Training

		Vendor (AA)		Vendor (AB)		Vendor (AC)		Vendor (AD)		Vendor (AE)	
No.	Service	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicate Hourly or Daily)
1	System Technician Technologist	0%	$125.00	0%	$125.00	No Bid	No Bid	0%	$175.00	No Bid	No Bid
2	Standard Shop Installation	0%	$95.00	0%	$95.00	No Bid	No Bid	0%	$125.00	No Bid	No Bid
3	Mobile Radio Installation	0%	$105.00	0%	$95.00	No Bid	No Bid	0%	$150.00	No Bid	No Bid
4	Radio Programming	0%	$95.00	0%	$55.00	No Bid	No Bid	0%	$100.00	No Bid	No Bid
5	Training	0%	$125.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
6	Post-Warranty Maintenance	0%	$105.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
7	Support Services – Implementation	0%	$105.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
8	Support Services – Post Implementation	0%	$105.00	0%	$125.00	No Bid	No Bid	0%	$200.00	No Bid	No Bid
9	Project Management Services	0%	$125.00	0%	$175.00	No Bid	No Bid	0%	$150.00	No Bid	No Bid

		Vendor (AB)		Vendor (AD)	
Additional Items by Vendors:		MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicate Hourly or Daily)
10	Design Engineering	0%	$250.00	0%	$250.00
11	Senior System Engineer	0%	$300.00	0%	$300.00
12	Consulting	0%	$200.00	0%	$200.00
13	Staging	0%	$500.00	0%	$200.00
14	Travel Per-diem	0%	$150.00	0%	$200.00
15	Travel Mileage	0%	$0.55	0%	$100.00

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Vendor (AF)		Vendor (AG)				Vendor (AH)		Vendor (AI)		Vendor (AJ)		Vendor (AK)	
MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicate Hourly or Daily)			MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicated Hourly)	MSRP % Discount	$ Rate (indicate Hourly or Daily)	MSRP % Discount	$ Rate (indicate Hourly or Daily)
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$1,805.00 Daily Rate	0%	$95.00	n/a	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$150.00 Per hour	0%	$95.00	n/a	$75.00	0%	$170.00
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$180.00-$500.00 Per hour	0%	$95.00	n/a	$75.00	0%	$170.00
30%	**See Appendix ___**	0%	Refer to cataloge			0%	$55.00-$125.00 per hour	0%	$95.00	100% w/purchase	$75.00	0%	$30.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	100% w/purchase	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	100% w/purchase	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	100% w/purchase	$75.00	0%	$85.00
30%	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	n/a	$75.00	0%	$85.00
No Bid	**See Appendix ___**	0%	Refer to cataloge				System	0%	$95.00	n/a	$75.00	0%	$85.00

Vendor (AF)			
	Additional Items by Vendors:	MSRP % Discount	$ Rate (indicate Hourly or Daily)
10	Extended Warranty Options (as per speivications instructinos)	30%	**See Appendix ___**

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III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:

Vendor	Links
Vendor (AA)	See Appendix _
Vendor (AB)	www.code3services.com/catalogs.html Sales@code3services.com
Vendor (AC)	mike.wieke@emwaveinc.com www.emwaveinc.com www.nearson.com sales@emwaveinc.com
Vendor (AD)	
jeffg@ets.us.com Vendor (AE)	No Bid
Vendor (AF)	http://www.icomamerica.com/clientproposal
Vendor (AG)	https://premier.pspc.harris.com/infocenter/ https://www.harris.com/solution/pspc-technical-training
(AH)	http://www.motorolasolutions.com/en_xu/product-catalog-search.html
Vendor (AI)	URL Links not available. Price Catalogs are available upon request.
Vendor (AJ)	https://www.dropbox.com/s/q15ochcos5cx6zo/BK%20June%202020%20Retail%20Price%20List.pdf?dl=0
Vendor (AK)	No Bid

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Vendor (AD)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
2.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Antennas	10%
3.	Sierra Wireless	Wireless Mobility Systems	N/A	Current Catalog	Sierra Wireless Software and Services	0%
4.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories	5%
5.	Cradlepoint	Wireless Mobility Systems	N/A	Current Catalog	Cradlepoint Software and Services	0%
6.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Router LTE/FirstNet/WiFi Gateway Hardware and Hardware Accessories	5%
7.	Peplink	Wireless Mobility Systems	N/A	Current Catalog	Peplink Software and Services	0%
8.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	LTE/FirstNet/WiFi Rugged Tablets, Laptops, Cameras and Handheld Computers	10%
9.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Accessories for LTE/FirstNet/WiFi Rugged Tablets, Laptops, and Handheld Computers	10%
10.	Panasonic	Wireless Mobility Systems	N/A	Current Catalog	Warranties, Software and Services	0%
11.	Nextivity	Wireless Mobility Systems	N/A	Current Catalog	Cel-Fi Cellular/4G/LTE/FirstNet/WiFi Smart Signal Boosters & Accessories	5%
12.	L-TRON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Accessory	10%
13.	Leonardo/ELSAG	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Hardware and Accessories	10%
14.	Other	Wireless Mobility Systems	N/A	Others not listed	Other LMR Radio/LTE Accessories.	5%
15.	Brother	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Printer, Mounts and Accessories	5%
16.	Gamber Johnson	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	30%
17.	Havis	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts, Docks, and Accessories	20%
18.	Airgain	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
19.	Panorama	Wireless Mobility Systems	N/A	Current Catalog	Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories	10%
20.	Weboost	Wireless Mobility Systems	N/A	Current Catalog	Cellular//4G/LTE/FirstNet/5G/WiFi Signal Boosters & Accessories	5%
21.	Startech.com	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	15%
22.	Belkin	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Cable Accessories	20%

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State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AD)

23.	LEM Solutions	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
24.	AXON	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Mounts and Accessories	5%
25.	Lind Electronics	LMR Accessories	N/A	Current Catalog	LMR/LTE/WiFi Power Accessories	5%
26.						
27.						
28.						
29.						
30.						

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Enchanted Technology Solutions

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6615 Sujeto Rd NW

Requester's name and address (optional)

6 City, state, and ZIP code
Albuquerque, NM 87120

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 2 - 4 4 4 3 3 9 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/22/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AH)

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	Product Code (APC)	Item	Short Description	MSRP %
1	Motorola	HW_MAINTENANCE	3	Field Services	SITE MAINTENANCE	0.00%
2	Motorola	HW_MAINTENANCE	6	Infrastructure Tech Support	ASTRO Dispatch	0.00%
3	Motorola	XTS_XTL_OTHER	15	PC_SPECIAL APPLICATIONS	DATA SOFTWARE-FIREGROUND	20.00%
4	Motorola	ASTRO_SYSTEMS_CONSOLES	28	DATA SYSTEM DISC	DATA CARROT APC	10.00%
5	Motorola	ASTRO_SYSTEMS_CONSOLES	29	DATA SYSTEM DISC	DATA MARGIN ADJUSTMENT	10.00%
6	Motorola	ASTRO_SUA	42	Astro SW Maint	Astro SUA Upgrade Operations	0.00%
7	Motorola	ASTRO_SUA	43	Astro SW Maint	ASTRO SUA Field Services	0.00%
8	Motorola	ASTRO_SYSTEMS_DROPSHIP	76	Cambium Backhaul Equipment	WIRELESS VALLEY SERVICES	0.00%
9	Motorola	EMERGING_SOLUTIONS	85	PD_AandC PRODUCTS	SCADA	10.00%
10	Motorola	ASTRO_SI	100	SI SITE DESIGN	HSD	0.00%
11	Motorola	ASTRO_SI	101	SI PASSTHROUGH_ET&S	350W VHF GTR	0.00%
12	Motorola	ASTRO_SYSTEMS_INFRA	104	PREPAID FREIGHT	PREPAID FREIGHT	0.00%
13	Motorola	APX_PORTABLE	108	APX7000	APX7000L	27.00%
14	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
15	Motorola	ASTRO_SYSTEMS_INFRA	112	G-Series HW	G-SERIES HW	18.00%
16	Motorola	A&E_OTHER_ACCY	115	TWO WAY TRADITIONAL (Elgin DC)	COMMPORT	10.00%
17	Motorola	ASTRO_SYSTEMS_INFRA	117	FSA SW	FSA SW	10.00%
18	Motorola	ASTRO_SI	127	SI PASSTHROUGH_ET&S	SI OUTSOURCING	0.00%
19	Motorola	ASTRO_SI	128	SI INSOURCING	SI INSOURCING	0.00%
20	Motorola	A&E_OTHER_ACCY	129	TWO WAY DROPSHIP ACCY	MISC DROPSHIP	27.00%
21	Motorola	ASTRO_SYSTEMS_DROPSHIP	131	MW Backhaul & Channel Banks & Freq Std	Microwave	10.00%
22	Motorola	ASTRO_SYSTEMS_DROPSHIP	135	FREIGHT DROPSHIP	FREIGHT DROPSHIP	0.00%
23	Motorola	ASTRO_SYSTEMS_INFRA	137	Encryption Products Astro	KMF	5.00%
24	Motorola	APX_PORTABLE	142	AMP Single Band	AMP Single Band	20.00%
25	Motorola	ASTRO_SYSTEMS_INFRA	147	IP Transport HW	IP TRANSPORT HW	10.00%
26	Motorola	ASTRO_SYSTEMS_DROPSHIP	152	PT_OUTSOURCED STATION ACCESS	PT TRUNKED INTERCON MBX	5.00%
27	Motorola	EMERGING_SOLUTIONS	160	PD_IRRIGATION	Emerging Solutions DS	10.00%
28	Motorola	ASTRO_SYSTEMS_DROPSHIP	183	AFTERMARKET SITE EQUIPMENT	Distributed Antenna Systems	10.00%
29	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
30	Motorola	HW_MAINTENANCE	185	Devices Essential	Astro Device Essential	0.00%
31	Motorola	A&E_OTHER_ACCY	187	TWO WAY DROPSHIP ACCY	PORTABLE ACCESSORIES DROPSHIP	27.00%
32	Motorola	A&E_OTHER_ACCY	189	TWO WAY DROPSHIP ACCY	MOBILE ACCESSORIES	19.00%
33	Motorola	ASTRO_SYSTEMS_INFRA	200	D - Infrastructure	DELIVERY	0.00%
34	Motorola	XTS_XTL_OTHER	201	KVL	KVL II	10.00%
35	Motorola	ASTRO_SYSTEMS_CONSOLES	202	CONTROL CENTERS	MCD 5000 Deskset	20.00%

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Vendor (AH)

36	Motorola	HW_MAINTENANCE	206	Demand and Local Device Repair	Local Device Repair	0.00%
37	Motorola	ASTRO_SYSTEMS_DROPSHIP	207	Site Equipment	Site Equipment	10.00%
38	Motorola	ASTRO_SI	208	SI PROJECT MANAGEMENT LABOR	SI PROJECT MANAGEMENT LABOR	0.00%
39	Motorola	HW_MAINTENANCE	209	System Installation Services	System Installation	0.00%
40	Motorola	ASTRO_SYSTEMS_INFRA	212	Encryption Products Astro	PKI Solution	0.00%
41	Motorola	HW_MAINTENANCE	219	G&PS DEVICE & ASSET MANAGEMENT	ASSET & CONFIGURATION MGMT	0.00%
42	Motorola	ASTRO_SYSTEMS_INFRA	225	QUANTAR_QUANTRO ANAL	QTAR QTAR RCVR 6809 TRNK	0.00%
43	Motorola	ASTRO_SYSTEMS_CONSOLES	229	Console Accessories	Logging and Furniture	15.00%
44	Motorola	HW_MAINTENANCE	231	Infrastructure Tech Support	3rd Party Case Support	0.00%
45	Motorola	ASTRO_SYSTEMS_INFRA	243	D - Infrastructure	QUANTAR QUANTRO ASTRO RP	0.00%
46	Motorola	ASTRO_SYSTEMS_CONSOLES	244	CONTROL CENTERS	MCC 7500e	10.00%
47	Motorola	HW_MAINTENANCE	261	REPLACEMENT PARTS 2-WAY	SERVICE AIDS SHOP SUPPLIES	5.00%
48	Motorola	ASTRO_SYSTEMS_DROPSHIP	262	Towers	TOWERS	10.00%
49	Motorola	A&E_OTHER_ACCY	271	TWO WAY TRADITIONAL (Elgin DC)	CARRY CASES	20.00%
50	Motorola	HW_MAINTENANCE	272	REPLACEMENT PARTS 2-WAY	RNSG INFRA MANUFACTURED	0.00%
51	Motorola	ASTRO_SYSTEMS_INFRA	273	Comparators Legacy	DIGITAC COMPARATOR	0.00%
52	Motorola	ASTRO_SYSTEMS_INFRA	274	Encryption Products Astro	OEM CryptR Micro	0.00%
53	Motorola	XTS_XTL_OTHER	276	Millennium Mobile	XTL5000 CONSOLETTE	0.00%
54	Motorola	ASTRO_SYSTEMS_INFRA	277	SmartX	SMARTX	0.00%
55	Motorola	ASTRO_SYSTEMS_INFRA	280	DATA BASE STATION SMARTZONE	SMARTZONE CONTROLLER	0.00%
56	Motorola	ASTRO_SYSTEMS_INFRA	281	DATA BASE STATION SMARTZONE	SMARTZONE MANAGER	0.00%
57	Motorola	ASTRO_SYSTEMS_DROPSHIP	282	Cambium Backhaul Equipment	HF-SSB BUY-IN PRODUCTS	10.00%
58	Motorola	ASTRO_SI	285	Astro SI Training	Infrastructure Training	0.00%
59	Motorola	ASTRO_SI	286	Astro SI Training	SI CUSTOMER TRAINING	0.00%
60	Motorola	XTS_XTL_OTHER	287	PC_SPECIAL APPLICATIONS	PAC-RTVRS	0.00%
61	Motorola	ASTRO_SYSTEMS_INFRA	288	PT_RISK	ALTERNATIVE CHANNEL ENGR SERVI	0.00%
62	Motorola	HW_MAINTENANCE	290	Local Operational Support Services	WARRANTY WRAP	0.00%
63	Motorola	A&E_OTHER_ACCY	291	TWO WAY DROPSHIP ACCY	MOBILE DROPSHIP	20.00%
64	Motorola	HW_MAINTENANCE	293	Demand and Local Device Repair	Device Diagnostics	0.00%
65	Motorola	APX_PORTABLE	305	APX4000XH	APX4000XH	27.00%
66	Motorola	ASTRO_SI	306	SI SITE DESIGN	SI SITE DESIGN	0.00%
67	Motorola	ASTRO_SI	308	SI SYSTEMS RISK	SYSTEMS INTEGRATION SYSTEM DIS	0.00%
68	Motorola	ASTRO_SI	309	SI SYSTEMS RISK	SYSTEMS INTEGRATION STANDARDIZ	0.00%
69	Motorola	ASTRO_SYSTEMS_INFRA	316	Infrastructure Pricing Adjustments	INFRASTRUCTURE SYSTEM DISC APC	0.00%
70	Motorola	ASTRO_SYSTEMS_INFRA	318	Infrastructure Pricing Adjustments	INFRASTRUCTURE MARGIN ADJ	0.00%
71	Motorola	XTS_XTL_OTHER	326	COSMO PT_ASTRO XTS	ASTRO XTS3000 TRUNKED	0.00%
72	Motorola	ASTRO_SYSTEMS_CONSOLES	328	CONTROL CENTERS	CENTRACM II ELECT SP	25.00%
73	Motorola	ASTRO_SYSTEMS_DROPSHIP	329	Buildings & Sites on Wheels	MSI Stnd Bldg	10.00%
74	Motorola	ASTRO_SUBS_SOFTWARE	332	PC_SOFTWARE SALES	CONV FLASHPORT SUBSCR	27.00%
75	Motorola	ASTRO_MANAGED_SERVICES	348	Astro System Premier	Astro System Premier	0.00%
76	Motorola	ASTRO_SYSTEMS_DROPSHIP	351	Site Equipment	RF Antenna and TX Line	10.00%

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Vendor (AH)

77	Motorola	ASTRO_SYSTEMS_CONSOLES	354	MotoConsole Product	MotoConsole Product	15.00%
78	Motorola	Field_Response_Reporting	357	Gridstone	Gridstone MSI Software Licenses	0.00%
79	Motorola	ASTRO_SYSTEMS_INFRA	358	IP Transport SW	IP TRANSPORT SW	10.00%
80	Motorola	ASTRO_MANAGED_SERVICES	359	MotoConsole Support Svcs	MotoConsole Support Svcs	0.00%
81	Motorola	HW_MAINTENANCE	362	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH SRCD	0.00%
82	Motorola	HW_MAINTENANCE	371	REPLACEMENT PARTS 2-WAY	RADIO SUBSCRIPTION SOFTW	0.00%
83	Motorola	A&E_OTHER_ACCY	372	TWO WAY TRADITIONAL (Elgin DC)	SPEAKER MICROPHONES	27.00%
84	Motorola	HW_MAINTENANCE	373	Astro System Advanced	Astro System Advanced	0.00%
85	Motorola	XTS_XTL_OTHER	374	PC_ASTRO SPECTRA MOBILE	ASTRO CONSOLETTE	0.00%
86	Motorola	ASTRO_SYSTEMS_INFRA	377	Site Controllers Legacy	MTC CONTROLLERS	0.00%
87	Motorola	ASTRO_SYSTEMS_INFRA	381	D - Infrastructure	WNG RNC SW	15.00%
88	Motorola	ASTRO_SYSTEMS_INFRA	382	NFM SW	NFM SW	10.00%
89	Motorola	HW_MAINTENANCE	386	Demand and Local Device Repair	Repair Bank	0.00%
90	Motorola	ASTRO_SI	387	Consoles SI	Consoles SI	0.00%
91	Motorola	HW_MAINTENANCE	390	Field Services	System Management	0.00%
92	Motorola	HW_MAINTENANCE	393	Field Services	Contract Administration	0.00%
93	Motorola	HW_MAINTENANCE	395	Devices Essential	ASTRO Device Comprehensive	0.00%
94	Motorola	ASTRO_SYSTEMS_INFRA	405	K Core	K Core	15.00%
95	Motorola	APX_PORTABLE	411	VX P949	VX P949	25.00%
96	Motorola	A&E_OTHER_ACCY	414	TWO WAY TRADITIONAL	VISAR ACCY	0.00%
97	Motorola	ASTRO_SYSTEMS_DROPSHIP	415	TEST EQUIPMENT	Test Equipment	10.00%
98	Motorola	ASTRO_SYSTEMS_DROPSHIP	417	AFTERMARKET SITE EQUIPMENT	RESALE FIXED ACCESS AFTMKT	10.00%
99	Motorola	ASTRO_SYSTEMS_INFRA	424	Master Site Astro HW	MASTER SITE ASTRO HW	15.00%
100	Motorola	ASTRO_SYSTEMS_INFRA	425	L Core	L Core	15.00%
101	Motorola	APX_PORTABLE	426	APX4000_APX2000	APX4000 APX2000	27.00%
102	Motorola	ASTRO_SI	427	SI PASSTHROUGH_ET&S	SI PASSTHROUGH ET S	0.00%
103	Motorola	ASTRO_SUBS_SOFTWARE	430	PC_SOFTWARE SALES	FLASHPORT SFTWR UPGRADE	27.00%
104	Motorola	HW_MAINTENANCE	431	Devices Advanced	Astro Device Management Essential	0.00%
105	Motorola	ASTRO_SI	441	SI SITE DESIGN	SPECIAL SERVICE	0.00%
106	Motorola	ASTRO_SYSTEMS_CONSOLES	443	CONTROL CENTERS	MCC 7500	15.00%
107	Motorola	ASTRO_SYSTEMS_INFRA	448	QUANTAR_QUANTRO ANAL	ANALOG QUANTAR	0.00%
108	Motorola	A&E_BATTERIES	453	REPL BATTERIES	CGISS BATTERIES	27.00%
109	Motorola	HW_MAINTENANCE	454	REPLACEMENT PARTS 2-WAY	RNSG INFRA SOURCED	0.00%
110	Motorola	HW_MAINTENANCE	456	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH MANU	0.00%
111	Motorola	ASTRO_SYSTEMS_DROPSHIP	457	AFTERMARKET SITE EQUIPMENT	RF Conditioning & Distribution	10.00%
112	Motorola	HW_MAINTENANCE	458	Devices Essential	ASTRO Device Repair	0.00%
113	Motorola	HW_MAINTENANCE	461	Devices Installation Services	Device Installation	0.00%
114	Motorola	APX_MOBILE	466	APX1500	APX1500	27.00%
115	Motorola	ASTRO_SYSTEMS_INFRA	469	NFM HW	NFM HW	15.00%
116	Motorola	APX_PORTABLE	470	SoldierMac	SOLDIER MAC	27.00%
117	Motorola	APX_MOBILE	471	APX4500_APX2500	APX4500 APX2500	27.00%
118	Motorola	ASTRO_SYSTEMS_INFRA	474	MTR3000	MTR2000 CONV INDIRECT	0.00%
119	Motorola	A&E_OTHER_ACCY	476	TWO WAY TRADITIONAL	SCHAUMBURG DC ACCESSORIES	20.00%
120	Motorola	APX_PORTABLE	481	APX 6000 Mackinaw	APX 6000 MACKINAW	27.00%

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State of New Mexico
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ITB Statewide Price Agreement #: 10-00000-20-00048

Vendor (AH)

121	Motorola	ASTRO_SYSTEMS_INFRA	482	PDR 8000	PDR 8000	15.00%
122	Motorola	ASTRO_SYSTEMS_DROPSHIP	490	DROPSHIP Standardization_System Discount	DROPSHIP SYSTEM DISCOUNT APC	10.00%
123	Motorola	ASTRO_SYSTEMS_INFRA	495	Astro 25 Data Solutions	PDG HARDWARE	15.00%
124	Motorola	ASTRO_SYSTEMS_DROPSHIP	501	Cambium Backhaul Equipment	MICOM-2000	10.00%
125	Motorola	A&E_OTHER_ACCY	505	TWO WAY DROPSHIP ACCY	CALLBOX	5.00%
126	Motorola	ASTRO_SYSTEMS_INFRA	509	QUANTAR_QUANTRO DIG	ASTRO QUANTAR	0.00%
127	Motorola	ASTRO_SYSTEMS_INFRA	512	MTR3000	MTR3000	0.00%
128	Motorola	ASTRO_SYSTEMS_DROPSHIP	515	Services Led Dropship	Services Led Dropship	10.00%
129	Motorola	ASTRO_SYSTEMS_INFRA	524	MOTOBRIDGE	MOTOBRIDGE	15.00%
130	Motorola	ASTRO_SYSTEMS_INFRA	525	Comparators Legacy	ASTROTAC COMPARATOR	0.00%
131	Motorola	XTS_XTL_OTHER	526	PC_ASTRO SPECTRA MOBILE	ASTRO SPECTRA PLUS	0.00%
132	Motorola	APX_MOBILE	527	APX 6500 Mobile	APX 6500 MOBILE	27.00%
133	Motorola	APX_PORTABLE	536	APX Covert Portable	APX Covert Portable	27.00%
134	Motorola	ASTRO_SYSTEMS_INFRA	537	QUANTAR_QUANTRO DIG	QTAR SZ ASTRO INTELLIRPT	0.00%
135	Motorola	APX_PORTABLE	562	APX7000XE	APX7000XE APXFIRE	27.00%
136	Motorola	XTS_XTL_OTHER	571	Astro Subs Dropship	Astro Subs Dropship	0.00%
137	Motorola	A&E_OTHER_ACCY	577	TWO WAY TRADITIONAL	WARIS ACCESSORIES	0.00%
138	Motorola	APX_PORTABLE	579	APX8000	APX8000	27.00%
139	Motorola	APX_PORTABLE	581	APX8000XE	APX8000XE	27.00%
140	Motorola	ASTRO_SYSTEMS_INFRA	593	MTR3000	MTR2000 TRNK DIRECT	0.00%
141	Motorola	ASTRO_SYSTEMS_INFRA	595	G-Series SW	G-SERIES SW	18.00%
142	Motorola	ASTRO_SUA	613	Consoles SW Maintenance	Consoles SW Maintenance	0.00%
143	Motorola	HW_MAINTENANCE	614	Consoles HW Maintenance	Consoles HW Maintenance	0.00%
144	Motorola	A&E_OTHER_ACCY	619	TWO WAY TRADITIONAL (Elgin DC)	900 DIGITAL ACCESSORIES	27.00%
145	Motorola	ASTRO_SYSTEMS_INFRA	643	Comparators Legacy	MODEMS	15.00%
146	Motorola	A&E_OTHER_ACCY	644	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS/RECONDITIONERS	19.00%
147	Motorola	HW_MAINTENANCE	646	Sonoma Hardware Support	Sonoma Hardware Support	0.00%
148	Motorola	ASTRO_SYSTEMS_INFRA	647	D - Infrastructure	TRUNKED TERMINALS SOFTWA	10.00%
149	Motorola	APX_MOBILE	652	APX6500 Basic product	APX6500 Basic	27.00%
150	Motorola	A&E_OTHER_ACCY	653	MISC ACCY	MISC	0.00%
151	Motorola	APX_PORTABLE	655	APX7000	APX7000	27.00%
152	Motorola	APX_MOBILE	656	APX7500	APX7500	27.00%
153	Motorola	XTS_XTL_OTHER	671	PT_DSKTP PHASEOUT	SUBSCRIBER MARGIN ADJUSTMENT	0.00%
154	Motorola	APX_PORTABLE	673	APX8000H	APX8000H	27.00%
155	Motorola	ASTRO_SYSTEMS_INFRA	675	D-Series Base Radio HW	D-Series Base Radio HW	0.00%
156	Motorola	HW_MAINTENANCE	676	HW Maintenance Video	Video Advanced	0.00%
157	Motorola	ASTRO_SYSTEMS_INFRA	677	D-Series Site Controller HW	D-Series Site Controller HW	0.00%
158	Motorola	XTS_XTL_OTHER	678	PT_LTS2000 TRUNKED	LTS2000 TRNK	0.00%
159	Motorola	ASTRO_SYSTEMS_INFRA	680	D-Series SW	D-Series SW	0.00%
160	Motorola	APX_MOBILE	681	APX8500	APX8500	27.00%
161	Motorola	ASTRO_SYSTEMS_INFRA	704	AME	AME	10.00%
162	Motorola	A&E_OTHER_ACCY	706	TWO WAY TRADITIONAL (Elgin DC)	MOBILE CONSOLE ACCESSORIES	20.00%
163	Motorola	ASTRO_SYSTEMS_DROPSHIP	708	Computers & Monitors	Computers & Monitors	10.00%
164	Motorola	ASTRO_SYSTEMS_INFRA	729	INFRASTRUCTURE UPGRADE	CONV FLASHPORT INFRA	20.00%

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165	Motorola	ASTRO_SYSTEMS_CONSOLES	735	Avtec Product	Avtec Product	5.00%
166	Motorola	ASTRO_SUA	738	Avtec Scoutcare	Avtec Scoutcare	0.00%
167	Motorola	ASTRO_SUA	739	Astro SW Maint	ASTRO SUA Completed Contract	0.00%
168	Motorola	ASTRO_SYSTEMS_CONSOLES	740	Outsourced Consoles	MIP 5000	10.00%
169	Motorola	ASTRO_SUA	741	Astro SW Maint	ASTRO SUA Upgrade Operations Completed Contract	0.00%
170	Motorola	A&E_OTHER_ACCY	742	TWO WAY TRADITIONAL (Elgin DC)	PORTABLE AUDIO ACCESSORIES	20.00%
171	Motorola	ASTRO_SYSTEMS_INFRA	743	QUANTAR_QUANTRO DIG	ASTRO RECEIVERS	15.00%
172	Motorola	HW_MAINTENANCE	744	REPLACEMENT PARTS 2-WAY	MISC SUBSCRIBER INFRASTRUCTURE	0.00%
173	Motorola	ASTRO_SUA	745	Astro SW Maint	ASTRO SUA Field Services Completed Contract	0.00%
174	Motorola	HW_MAINTENANCE	746	Services (Non-SI) Training	SUA TRAINING Completed Contract	0.00%
175	Motorola	HW_MAINTENANCE	753	Devices Tech Support	Devices Tech Support	0.00%
176	Motorola	ASTRO_SYSTEMS_CONSOLES	754	Outsourced Consoles	Console Peripherals	10.00%
177	Motorola	APX_PORTABLE	755	APX6000 Basic	APX6000 BASIC	27.00%
178	Motorola	APX_PORTABLE	756	APX6000XE	APX6000XE	27.00%
179	Motorola	APX_MOBILE	757	APX4500 Li	APX4500 Li	27.00%
180	Motorola	APX_MOBILE	761	APX7500	APX 7500 CONSOLETTE	27.00%
181	Motorola	HW_MAINTENANCE	769	Field Services	Preventive Maintenance	0.00%
182	Motorola	ASTRO_SUA	771	Devices and Accessories SMA	Devices and Accessories SMA	0.00%
183	Motorola	HW_MAINTENANCE	772	Infrastructure Tech Support	Astro Infrastructure Tech Support	0.00%
184	Motorola	XTS_XTL_OTHER	775	MANTARAY EXPRESS LOW TIER MOBILE	XTL1500 7 800	0.00%
185	Motorola	A&E_OTHER_ACCY	785	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS RECONDITIONERS	20.00%
186	Motorola	ASTRO_SYSTEMS_INFRA	786	D - Infrastructure	AIR TIME ACCUMULATOR	0.00%
187	Motorola	A&E_OTHER_ACCY	795	TWO WAY TRADITIONAL (Elgin DC)	GP P110 ACCESSORIES	20.00%
188	Motorola	A&E_OTHER_ACCY	796	TWO WAY TRADITIONAL	VISAR ACCESSORIES MT PL	0.00%
189	Motorola	A&E_BATTERIES	798	REPL BATTERIES	ABC BATTERY PROGRAM	0.00%
190	Motorola	ASTRO_SYSTEMS_DROPSHIP	800	Cambium Backhaul Equipment	WIRELESS VALLEY MAINTENANCE	10.00%
191	Motorola	HW_MAINTENANCE	813	Devices Essential	Accessories SFS Comprehensive	0.00%
192	Motorola	HW_MAINTENANCE	814	Security Services	Astro CyberSecurity	0.00%
193	Motorola	HW_MAINTENANCE	816	Devices Essential	Accessories Essential	0.00%
194	Motorola	ASTRO_SUA	823	Astro SW Maint	Astro SUA & SMA	0.00%
195	Motorola	ASTRO_SYSTEMS_INFRA	824	SUA POC	SUA POC	0.00%
196	Motorola	ASTRO_POC	833	G&PS Astro SI POC OLD	SI SITE CONSTRUCTION	0.00%
197	Motorola	APX_PORTABLE	837	APX1000	APX1000	27.00%
198	Motorola	ASTRO_SYSTEMS_DROPSHIP	856	Buildings & Sites on Wheels	MOTOROLA ALTERNATIVE BUILDING	10.00%
199	Motorola	EMERGING_SOLUTIONS	870	PD_IRRIGATION	IRRIGATION PRODUCTS	10.00%
200	Motorola	ASTRO_SI	872	SI ET&S Vendors	SI ET&S VENDORS	0.00%
201	Motorola	ASTRO_SI	874	SI Third Party Vendors	SI THIRD PARTY VENDORS	0.00%
202	Motorola	ASTRO_SYSTEMS_INFRA	877	Master Site Astro SW	MASTER SITE ASTRO SW	18.50%
203	Motorola	ASTRO_SYSTEMS_DROPSHIP	881	Cambium Backhaul Equipment	POWERLINE LV	10.00%
204	Motorola	HW_MAINTENANCE	882	Field Services	On-site Field Services	0.00%

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205	Motorola	HW_MAINTENANCE	900	Infrastructure Repair Services	T&M System Repair	0.00%
206	Motorola	A&E_OTHER_ACCY	903	BUSINESS LIGHT ACCY	RBR ACCY	0.00%
207	Motorola	ASTRO_SYSTEMS_DROPSHIP	904	Cambium Backhaul Equipment	Point to Multipoint	10.00%
208	Motorola	ASTRO_SYSTEMS_DROPSHIP	906	MW Backhaul & Channel Banks & Freq Std	Time and Frequency Systems	10.00%
209	Motorola	ASTRO_SYSTEMS_DROPSHIP	908	Cambium Backhaul Equipment	DROPSHIP LICENSE POINT TO POIN	10.00%
210	Motorola	HW_MAINTENANCE	929	Infrastructure Repair Services	ASTRO Repair	0.00%
211	Motorola	HW_MAINTENANCE	943	Services (Non-SI) Training	Training	0.00%
212	Motorola	ASTRO_SYSTEMS_DROPSHIP	947	Cambium Backhaul Equipment	RAD	10.00%
213	Motorola	HW_MAINTENANCE	948	Infrastructure Repair Services	Local System Repair	0.00%
214	Motorola	ASTRO_SYSTEMS_DROPSHIP	963	Cambium Backhaul Equipment	TUT	10.00%
215	Motorola	HW_MAINTENANCE	964	PCR System Essential & Advanced	PCR System Essential	0.00%
216	Motorola	ASTRO_SYSTEMS_INFRA	967	D - Infrastructure	PRIV SYS INTLNOC RELEASE	0.00%
217	Motorola	HW_MAINTENANCE	969	Security Services	Astro SUS Patching	0.00%
218	Motorola	HW_MAINTENANCE	972	PERFORMANCE SERVICES	ASTRO Network Performance	0.00%
219	Motorola	HW_MAINTENANCE	978	Demand and Local Device Repair	T&M Device Repair	0.00%
220	Motorola	ASTRO_SYSTEMS_DROPSHIP	980	Computers & Monitors	Third Party Astro Data Applications	0.00%
221	Motorola	HW_MAINTENANCE	984	Infrastructure Tech Support	Software Installs	0.00%
222	Motorola	HW_MAINTENANCE	986	REPLACEMENT PARTS 2-WAY	LEGACY SUBSCRIBER	0.00%
223	Motorola	HW_MAINTENANCE	988	Infrastructure Repair Services	Non-MSI Serviceable Item	0.00%

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Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	Motorola	Radio	007	EVX-S24	EVX-S24	25%-30%
2.	Motorola	TRBO	018	CP Portfolio	CP Portfolio	25%-30%
3.	Motorola	TRBO	019	PM/CM Portfolio	PM/CM Portfolio	25%-30%
4.	Motorola	Portable Radios	037	TRBO Radio Portfolio	TRBO Radio Portfolio	25%-30%
5.	Motorola	Mobile Stations	038	MotoTRBO	MotoTRBO	25%-30%
6.	Motorola	LTE Systems Dropship	055	LTE Switch Routers	LTE Switch Routers	10%
7.	Motorola	Portable Radios	087	TRBO Radio Portables	TRBO Radio Portables	25%-30%
8.	Motorola	Pagers/Receivers	136	Minitor Products	Minitor Products	15%
9.	Motorola	Portable Radios TRBO	158	TRBO Radio CP Portfolio	TRBO Radio CP Portfolio	25%-30%
10.	Motorola	Portable Radios APX Accessories	187	APX Portable Accessories	APX Portable Accessories	27%
11.	Motorola	Mobiles	189	Mobile Accessories	Mobile Accessories	20%
12.	Motorola	MotoTRBO	421	Application Partner Programs	Application Partner Programs	0%
13.	Motorola	MotoTRBO	422	Infrastructure	Infrastructure	10%-15%
14.	Motorola	MotoTRBO	433	MotoTRBO High Tier Repeater	MotoTRBO High Tier Repeater	15%-30%
15.	Motorola	Professional Commercial Radio	435	Capacity Max Hardware	Capacity Max Hardware	20%
16.	Motorola	Professional Commercial Radio	449	Capacity Max Software License	Capacity Max Software License	20%
17.	Motorola	Pagers/Receivers	452	Pagers	Pagers	15%
18.	Motorola	Dispatch	454	Audio Accessories	Audio Accessories	15%
19.	Motorola	Fixed Station	457	Infrastructure Antennas	Infrastructure Antennas	20%
20.	Motorola	Professional Commercial Radio	475	MotoTRBO Trunking Mobile	MotoTRBO Trunking Mobile	25%-30%
21.	Motorola	MotoTRBO	478	MotoTRBo Mid Tier Repeater	MotoTRBo Mid Tier Repeater	15%-30%
22.	Motorola	Mobiles	484	MotoTRBO	MotoTRBO	25%-30%
23.	Motorola	Dispatch	520	Wave Technology	Wave Technology	0%
24.	Motorola	MotoTRBO	521	MotoTRBO Low Tier Repeater	MotoTRBO Low Tier Repeater	15%-30%
25.	Motorola	Accessories	271	Carry Cases	Carry Cases	15%
26.	Motorola	Fixed Station	273	Analog Comparator	Analog Comparator	10%

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Vendor (AH)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

27.	Motorola	Accessories	291	Mobile Dropship	Mobile Dropship	10%
28.	Motorola	Vertex	301	Vertex Parts	Vertex Parts	10%
29.	Motorola	Wave PTT	336	Wave on Cloud 3rd Party Services - Recurring	Wave on Cloud 3rd Party Services - Recurring	0%
30.	Motorola	Professional Commercial Radio	345	Low Tier Business Radio	Low Tier Business Radio	25%-30%
31.	Motorola	MotoTRBO	356	MotorTRBO Anywhere Gateway	MotorTRBO Anywhere Gateway	10%
32.	Motorola	MotoTRBO	346	MotorTRBO Anywhere License	MotorTRBO Anywhere License	10%
33.	Motorola	Pagers/Receivers	361	Paging	Paging	15%
34.	Motorola	Accessories	372	Speaker Microphones	Speaker Microphones	27%
35.	Motorola	Professional Commercial Radios	401	Digital Portable	Digital Portable	25%-30%
36.	Motorola	Wave PTT Wave on Cloud Product	583	Wave on Cloud 3rd Party Hardware and Software	Wave on Cloud 3rd Party Hardware and Software	0%
37.	Motorola	Portable Radios	626	TRBO Radio PR Portfolio	TRBO Radio PR Portfolio	25%-30%
38.	Motorola	Wave PTT	642	Wave on Cloud MSI Hardware	Wave on Cloud MSI Hardware	10%
39.	Motorola	MotoTRBO Radios	777	Portables	Portables	25%-30%
40.	Motorola	Portable Radios – Misc Accessories	785	APX Accessories	APX Accessories	27%
41.	Motorola	LTE	790	LTE LEX 11	LTE LEX 11	0%
42.	Motorola	Professional Commercial Radio	794	Professional Fixed Equipment	Professional Fixed Equipment	15%
43.	Motorola	Portable Radios	795	Misc APX Accessories	Misc APX Accessories	27%
44.	Motorola	Portable Radios	798	Misc APX Accessories	Misc APX Accessories	27%
45.	Motorola	Professional Commercial radio	807	Subscribers	Subscribers	25%-30%
46.	Motorola	Professional Commercial radio	819	VX-261	VX-261	25%-30%
47.	Motorola	Professional Commercial radio	821	Limited Display Keypad Subscriber	Limited Display Keypad Subscriber	25%-30%
48.	Motorola	Portable Radios	837	Misc APX Accessories	Misc APX Accessories	27%
49.	Motorola	Accessories	849	Other Consumer Accessories	Other Consumer Accessories	15%-27%
50.	Motorola	Professional Commercial radio	871	Full Display Keypad Subscriber	Full Display Keypad Subscriber	25%-30%
51.	Motorola	Dispatch	892	Wave Technology	Wave Technology	0%

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52.	Motorola	Mobiles	922		CM200/300	25%-30%

City of Santa Fe New Mexico
Finance Department
Memorandum

Date: July 30, 2021

To: Finance Committee
Quality of Life Committee
Governing Body

From: Carolynn Roibal

Via: Mary McCoy, Finance Director MTM
Alexis Lotero, Assistant Finance Director AL
Fran Dunaway, Chief Procurement Officer FD

Background:

In 2019, the City issued and advertised Request for Proposal (RFP0 #20/04/p – "Internal Audit Services" and awarded the contract to REDW, LLC for FY20. Amendment # 1 was approved for $97,000 for FY 21 Audit Services provided by REDW, LLC.
The Finance Department request the approval of Amendment #2 in the amount $150,000 for FY22 to continue to perform Internal Audit Service.

Action Requested:

The Finance Department requests the Approval of Amendment # 2 in the amount of $150,000 to the contract for REDW, LLC as the Internal Audit Service provider for FY22. A copy of the Professional Services Agreement and Amendments are attached.

This service shall be paid from 1002650.510330. Munis Contract # 3201160.

Signature: Mary McCoy

Email: mtmccoy@santafenm.gov

Signature: Alexis Lotero
Alexis Lotero (Jul 30, 2021 10:48 MDT)

Email: aclotero@santafenm.gov

Signature: Fran Dunaway
Fran Dunaway (Jul 30, 2021 10:52 MDT)

Email: fadunaway@santafenm.gov

Memo-_Amendment #2-REDW LLC_GB ***time sensitive***

Final Audit Report 2021-07-30

Created:	2021-07-30
By:	Carolynn Roibal (clroibal@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYhez_ekfBY-JQcKRk1oC7CFjyxJFKRlY

"Memo-_Amendment #2-REDW LLC_GB ***time sensitive***" History

Document created by Carolynn Roibal (clroibal@ci.santa-fe.nm.us)
2021-07-30 - 4:44:21 PM GMT- IP address: 63.232.20.2

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2021-07-30 - 4:45:39 PM GMT

Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
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Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2021-07-30 - 4:47:24 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-07-30 - 4:48:02 PM GMT- IP address: 104.47.64.254

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Signature Date: 2021-07-30 - 4:48:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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2021-07-30 - 4:51:24 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-30 - 4:52:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-07-30 - 4:52:05 PM GMT

MEMORANDUM

TO:	Jarel LaPan Hill, City Manager Alexis Lotero, Acting Assistant Finance Director Fran Dunaway, Chief Procurement Officer
FROM:	Mary McCoy, Finance Director
RE:	REDW LLC Amendment #1, FY21 Internal Audit
DATE:	September 30, 2020

Background

In 2019, the City issued and advertised Request for Proposal (RFP) #20/04/P -"Internal Audit Services" and awarded the contract to REDW, LLC for FY20. The Finance Department requests the approval of Amendment #1 in the amount of $97,000 to the contract for REDW, LLC to perform the Internal Audit Service in FY21.This project is important to the City because an audit program to address key areas identified in recent risk assessments. The most recent Risk Assessment performed for the City of Santa Fe in 2018 led to the development of an audit plan that included reviews of the areas listed below. Additionally, the most recent Fraud Risk Assessment, performed for the City of Santa Fe, provided suggestions for internal audits. Finally, the FY19 CAFR had multiple repeat findings that provide opportunities for internal audit review.

Action Requested

The Finance Department requests the approval of Amendment #1 in the amount of $97,000 to the contract for REDW, LLC as the Internal Audit Service provider for FY21. A copy of the Professional Services Agreement is attached.

The Department will budget funding for this service from 1002650.510330. Munis Contract Number: 3201160

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: REDW LLC
Procurement Title: INTERNAL AUDIT/Provide Services to Examine Internal Controls

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 Finance Staff Name Alexis Lotero/Mary McCoy

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: _____

Alexis Lotero

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

Jean Brinkley Chief Procurement Officer 7/30/21

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 # 3201160

Contractor: REDW

Description: Internal Audit/Provide Services to Examine Internal Controls

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: 11/19/2019 Term End Date: 6/30/2023

☐ Approved by Council Date: _____

Contract / Lease: Professional Service Agreement

Amendment # 2 (two) to the Original Contract / Lease # 3211060

Increase/(Decrease) Amount $ $150,000 FY 22 7/1/21 - 6/30/2023

Extend Termination Date to: N/A

☐ Approved by Council Date: _____

Amendment is for: Amendment #2 to increase for $150,000 for FY22 services

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
   Original Contract awarded through RFP #20/04/P $112,232.81
   Amendment #1 increase for $97,000 & extend term thru June 30, 2023

3. Procurement History: Amendment #2 increase for $150,000 2nd term total $350,000/RFP #20/04/P

Purchasing Officer Review: Dan Dunaway, CPO Date: 7/30/21

Comment & Exceptions: _____

4. Funding Source: Internal Audit Budget Org / Object: 1002650.510330

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Alexis Lotero Phone # 505-955-6531

Email: aclotero@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

REDWCPA-01 VILRE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2021

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

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

PRODUCER BridgePoint Risk Management 5 Greenwich Office Park Greenwich, CT 06831	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (419) 794-4724 **FAX (A/C, No):** (419) 794-7571 **E-MAIL ADDRESS:** adminrm@bridgepointrm.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : QBE Insurance Corporation
INSURED REDW LLC 7425 Jefferson St NE Albuquerque, NM 87109	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	**Accountants E&O**			**TBD**	**6/1/2021**	**6/1/2022**	**Per Claim/Aggregate**	**5,000,000**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Retroactive Date: Full Prior Acts

This certificate evidences coverage in amounts to meet your requirements. It does not necessarily reflect all insurance coverage carried by the Insured.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Item# _____
Munis Contract#**3201160**

CITY OF SANTA FE
AMENDMENT No. 2 (two) TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#19-0890

This AMENDMENT No. 2 (two) (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 19, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and **REDW LLC**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide services to examine internal controls under Institute of Internal Auditors (IIA) Standards for the City of Santa Fe.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred fifty thousand dollars and zero cents ($150,000.00), including applicable gross receipts taxes for fiscal year twenty-two (FY 22) July 1, 2021 thru June 30, 2022, so that Article 2, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three hundred fifty thousand dollars and zero cents ($350,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

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

This Space left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Amendment no. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
REDW LLC

_____

Jessica Bundy, Principal

DATE: _____
CRS# _____

Registration # **19-00128440**

ATTEST:

_____

KRISTINE BUSTOS- MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 3, 2021 09:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR or DESIGNEE
1002650.510330
Org. Name/Org. #

Item# 20-0627
Munis Contract# 3201160

CITY OF SANTA FE
AMENDMENT No. 1 (one) TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0890

This AMENDMENT No. 1 (ONE) (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICE AGREEMENT, dated November 19, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and REDW LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

1) A. Under the terms of the Agreement, Contractor has agreed to provide services to examine internal controls under Institute of Internal Auditors (IIA) Standards for the City of Santa Fe.

2) B. Pursuant to Article 13. of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 A., paragraph d. of the Agreement is amended, so that Article 1 A., paragraph d. reads as follows:

A. The Contractor shall perform the following work:

1. Examine internal controls under Institute of Internal Auditors (IIA) Standards for the following areas:
d. Other Internal Audits to be performed in FY 21 as deemed necessary.

All other Scope of Work within the Contract remains the same.

2. COMPENSATION.

Article 2, paragraph A. of the Agreement is amended to increase the amount of compensation by ninety-seven thousand dollars ($97,000), so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates listed below, and compensation not to exceed two hundred thousand dollars ($200,000), inclusive of gross receipt tax.

1) Leases for the City, either as Lessor or Lessee (250 hours at $150 per hour for a total of $37,500).
2) Contract and Vendor Management (160 hours at $150 per hour for a total of $24,000).
3) Human Resources (160 hours at$ I50 per hour for a total of $24,000).
4) Any expanded testing procedures based on initial observations and specific risk identification during internal audits. (40 hours @$150 per hour totals $6,000 per audit).

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred thousand dollars ($200,000).

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Agreement shall be effective July 1, 2020 and shall terminate on June 30, 2023 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.

AGREEMENT IN FULL FORCE.

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

This space left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 (ONE) to the Agreement as of the date set forth above.

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Nov 10, 2020 16:41 MST)

JAREL LAPAN HILL, CITY MANAGER

DATE: Nov 10, 2020

CONTRACTOR: REDW LLC

Contractor Signature

Jessica Bundy Principal

PRINT NAME and TITLE

DATE: Oct 1, 2020

CRS#

Registration # **19-00128440**

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

XIV
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 30, 2020 13:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org.#

Inst # 19-0890

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 **REDW 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.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) Examine internal controls under Institute of Internal Auditors (IIA) Standards for the following areas:

a. Leases for the City of Santa Fe, either as a Lessor or Lessee. Test for existence, valuation, compliance, accuracy and completeness, internal controls overseeing Leases, who created the lease, who is collecting the rent, who is submitting expenses for reimbursement, who is using the leased property, who is responsible for improvements and repairs and maintenance, are these being performed, who is performing the work, who is paying for the work performed, is the lease being performed and complied to as written.

b. Contract and Vendor Management. Test contracts and vendors for existence, valuation, accuracy, compliance and completeness, internal controls overseeing contract and vendor management, contract terms, services rendered, payments made in relation to services provided, who create a contract and their relation to the contractor. Review a sample of high-risk contracts citywide to determine if contract work is performed according to contract terms. For examples, test work may focus on reviewing to see if work is verified complete before invoices are paid.

c. Human Resources– Review of HR controls, focusing on the City's hiring and onboarding policies and practices.

d. Other Internal Audits to be performed in FY20 as deemed necessary.

2) The internal auditor will adhere to the Institute of Internal Auditors' guidance including the International Standards for the Professional Practice of Internal Auditing and Code of Ethics. The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as guidance, as well as, City of Santa Fe relevant policies. The Internal Audit product shall adhere to IIA's five audit scope standards listed below which outline the internal auditor's responsibilities.

3) Review the reliability and integrity of operating and financial information and how it is identified, measured, classified and reported.

4) Determine if the systems designed to comply with these policies, plans, procedures, taxes and regulations are being followed.

5) Review how assets are safeguarded and verify their existence.

6) Examine City resources to determine how effectively and efficiently they are used.

7) Review operations and programs to determine if they are being carried out as planned and if they are meeting their objectives.

8) The Contractor will provide in-person reports and information directly to the Audit Committee on a quarterly basis. Such information and reports will include, but are not limited to, the following:

a. Progress reports of Internal Audits completed and in progress, as compared to the plan (including budgeted hours).

b. At the completion of any Internal Audit, a written report, reflecting all results of agreed-upon procedures. The report should include an overall summary with a background and scope statement, and the results of the Internal Audit, reflecting each detailed observation or finding and recommendations. The contractor will meet with the City to review its findings, conclusions and recommendations. The City will provide written responses which the contractor shall incorporate into the final Internal Audit report. Each Internal Audit report shall include all instances of non-compliance with policies, procedures, contract terms, etc. Report preparation, editing and printing shall be the responsibility of the contractor.

c. The Contractor will be required to bring to the attention of the City, immediately upon discovery, any instances of material misstatement, internal control weaknesses or suspected fraud, irregularities, illegal acts, collusion, manipulation or kickbacks.

2. <u>Compensation.</u>

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates listed below, and compensation not to exceed one hundred and three thousand dollars ($103,000), excluding gross receipts tax:

1) Leases for the City, either as Lessor or Lessee (250 hours at $150 per hour for a total of $37,500).

2) Contract and Vendor Management (160 hours at $150 per hour for a total of $24,000).

3) Human Resources (160 hours at $150 per hour for a total of $24,000).

4) Any expanded testing procedures based on initial observations and specific risk identification during internal audits. (40 hours @$150 per hour totals $6,000 per audit).

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall not exceed ($8,732.81) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($112,232.81).

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall

submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. **Product of Service – Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. **Amendment.**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

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

20. **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

21. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City and the State of New Mexico 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 and the Risk Management Division of the New Mexico General Services Department by certified mail.

22. **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.

23. **Invalid Term or Condition.**

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

24. **Enforcement of Agreement.**

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

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. **Notices.**

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

To the City:
City Attorney, City of Santa Fe, PO Box 909, Santa Fe, NM 87504-0909

To the Contractor:
Jessica Bundy, REDW, INC., 7425 Jefferson St NE, Albuquerque, NM 87109

26. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 11/19/2019

CONTRACTOR:
REDW, INC.

Jessica Bundy Principal
NAME AND TITLE

DATE: 11/19/19
CRS#

Registration # 19-00128440

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL cdmtg 10/30/19
CITY CLERK

APPROVED AS TO FORM:

9/13/19
ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY McCOY, FINANCE DIRECTOR

1002650.510330
Business Unit Line Item

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: REDW LLC
DBA: REDW LLC

Business Location: PO BOX 93656
ALBUQUERQUE, NM 87199

Owner: SANDRA ABALOS

License Number: 227248

Issued Date: October 06, 2020

Expiration Date: October 06, 2021

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

REDW LLC
PO BOX 93656
ALBUQUERQUE, NM 87199

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

CM FINANCE AMENDMENT 1 TO REDW

Final Audit Report 2020-11-11

Created:	2020-11-10
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAggQC2EZva05kSxQYwFhE0E8hZ_cas9Q-

"CM FINANCE AMENDMENT 1 TO REDW" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-10 - 4:18:52 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-10 - 4:25:42 PM GMT

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2020-11-10 - 11:05:38 PM GMT

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Signature Date: 2020-11-10 - 11:06:19 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-11-10 - 11:06:22 PM GMT

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2020-11-10 - 11:11:03 PM GMT

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2020-11-10 - 11:41:39 PM GMT- IP address: 104.47.65.254

Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
Signature Date: 2020-11-10 - 11:41:56 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-11-10 - 11:41:59 PM GMT

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2020-11-11 - 2:52:59 AM GMT- IP address: 104.47.65.254

Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)
Signature Date: 2020-11-11 - 2:54:19 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-11-11 - 2:54:19 AM GMT

Signature: Xavier Vigil
Xavier Vigil (Nov 10, 2020 16:10 MST)

Email: xivigil@santafenm.gov

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201160

Contractor: REDW LLC

Description: **REDW will perform Internal Audit Services for the City of Santa Fe in FY21.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: _____ Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 3201160

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** RFP #20/04/P- Internal Audit Services

Fran Gutierrez (Nov 11, 2020 16:05 MST) Nov 10, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment

4. **Funding Source:** Internal Audit Budget **Org / Object:** 1002650.510330

Alexis Lotero (Nov 10, 2020 15:21 MST) Nov 10, 2020

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Carolynn Roibal Phone # 505-955-6531

Email: clroibal@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: REDW LLC

Procurement Title: RFP #20/04/P- Internal Audit Services

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

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

Department Requesting Finance Department Staff Name Mary McCoy

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:

Carolynn Roibal — Administrative Manager — 09/30/20

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

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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