



AGENDA

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
SEPTEMBER 01, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR QUALITY OF LIFE 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 Quality of Life 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 agenda and packet 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. Approval of the August 18, 2021 Quality of Life Committee Meeting Minutes.
6. **PRESENTATIONS**
 - a. Presentation on report entitled *Beyond Recovery: Policy Recommendations to Prevent Evictions and Promote Housing Security in Santa Fe (Part 3)* (Tomás Rivera, Executive Director, Chainbreaker Collective)
 - b. Arts and Culture Department: "Culture Connects" (Pauline Kanako Kamiyama, Director: pkkamiyama@santafenm.gov, 505-955-6653; Rod



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Lambert, Assistant Director: rdlambert@santafenm.gov, 505-955-6705;
and Erminia Tapia, Project
Specialist: emtapia@santafenm.gov; 505-955-6707)

7. ACTION ITEMS: CONSENT

- a. Request for Approval of the Agreement between the City of Santa Fe and American Traffic Solutions, Inc, doing business as Verra Mobility, for Providing Equipment and Services for the Santa Fe Traffic Operations Program (STOP). (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:

Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body Committee: 09/08/21

- b. Request for Approval of FY22 Supplemental Police Vehicle Purchase Request in the Total Amount of \$228,332.55 for the Vehicles, Equipment, and Labor Cost associated with each Vehicle. (Ben Valdez, Deputy Chief of Police bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:

Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body Committee: 09/08/21

- c. Request for Approval of the Agreement between the City of Santa Fe and Axon Enterprise, Inc., in the Total Amount of \$5,481,937.15 for 5 years for providing body worn cameras, in-car cameras, interview room cameras, less lethal taser devices, empathy training devices, and all associated equipment and software to manage the provided devices. In addition to the equipment, digital media evidence management cloud services will be provided. The Equipment and Services are to increase Quality and Reliability of Digital Evidence, Efficiency, Accountability, and Officer and Public Safety (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

- 1) Request for Approval of Budget Amendment Resolution

Committee Review:



City of Santa Fe

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Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body: 09/08/21

- d. Request for Approval to use Cooperative Agreement #042016-WEX, (Sourcewell, formerly National Joint Powers Alliance (NJPA) with WEX Bank for the Purchase of Fuel for the Police Department Fleet, in the Total Estimated Amount of \$2,100,000.00. (Benjamin Valdez, Deputy Chief of Police, bvaldez@santafenm.gov, 505-955-5040)

Committee Review:

Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body Committee: 09/08/21

- e. Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of \$109,484 for the Nutrition Services Incentive Program (NSIP), term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA); (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710)

COMMITTEE REVIEW:

Finance Committee: 08/30/2021
Quality of Life Committee: 09/01/2021
Governing Body: 09/08/2021

- f. Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of \$866,912.20 for the Title III Federal and State Sub-Award Contract, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710.

Committee Review:

Finance Committee: 08/30/2021
Quality of Life: 09/01/2021
Governing Body: 09/08/2021



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- g. Review and Recommend Approval of Consolidated Annual Performance Evaluation Review (CAPER) on uses of CDBG Funds for the 2020 - 2021 Program Year, as Required by HUD (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868).

Committee Review:

Finance Committee: 8/30/2021

Community Development Commission: 9/01/2021

Quality of Life Committee: 9/01/2021

Public Works Committee: 9/07/2021

City Council Public Hearing: 9/08/2021

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Wednesday, September 15, 2021**
12. **ADJOURN**

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



MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
AUGUST 18, 2021
5:00 PM
VIRTUAL MEETING

1. **CALL TO ORDER**

Start Time: 5:01 PM

2. **ROLL CALL**

Members Present:

Councilor Jamie Cassutt
Councilor Michael Garcia
Councilor Chris Rivera
Councilor Renee Villarreal
Councilor Carol Romero-Wirth

Members Excused:

Others Attending:

Jennifer Faubion, Council Liaison
Jesse Guillen, Legislative Liaison
Anya Alarid, Attendee
Kyle Hibner, Attendee
Marcos Martinez, Attendee
Anna Cale, Attendee

3. **APPROVAL OF AGENDA**

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth



MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
AUGUST 18, 2021
5:00 PM
VIRTUAL MEETING

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Councilor Rivera noted that item 6b was unanimously approved by the Public Safety Committee at their 8/17/21 meeting.

Councilor Garcia moved item 6a from the consent agenda to the discussion agenda in order to recuse himself due to a professional conflict of interest.

Councilor Garcia wishes to add himself as a sponsor to item 6d.

Councilor Villarreal moved item 6c from the consent agenda to the discussion agenda.

5. APPROVAL OF MINUTES

- a. Approval of the August 4, 2021 Quality of Life Committee Meeting Minutes.

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

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



MINUTES

REGULAR MEETING OF
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AUGUST 18, 2021
5:00 PM
VIRTUAL MEETING

For: Councilor Garcia, Councilor Rivera, Councilor Romero-Wirth

Against: None

Abstain: Councilor Cassutt, Councilor Villarreal

6. ACTION ITEMS: CONSENT

- a. Request for the Approval of Memorandum of Agreement with Presbyterian Medical Services, No financial responsibility, Volunteer Station Agreement for the Foster Grandparent Program. Santa Fe Public Schools; Anya Alarid, Volunteer Program Manager: email aalarid@santafenm.gov , 505-955-4744.

Committee Review:

Finance Committee-08/16/20021
Quality of Life Committee-08/18/2021
Governing Body-08/25/2021

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt, to approve the memorandum of agreement (MOA) as presented.

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

For: Councilor Cassutt, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Councilor Garcia moved this item from the consent agenda to the discussion agenda in order to recuse himself due to a professional conflict of interest.

- b. CONSIDERATION OF BILL NO. 2021-18: (Mayor Webber)



MINUTES

An Ordinance Removing Section 20-6 Relating to Marijuana and Marijuana Paraphernalia Possession. (Kyle Hibner, City Prosecutor: kjhibner@santafenm.gov, 955-5195)

Committee Review:

Introduced: 07/28/21

Governing Body (request to publish): 8/11/21

Finance Committee: 08/16/21

Public Safety Committee: 08/17/21

Quality of Life Committee: 08/18/21

Governing Body (public hearing): 09/08/21

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the bill as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

- c. CONSIDERATION OF BILL NO. 2021-___. (Councilor Garcia and Councilor Romero-Wirth)

An Ordinance Amending Section 9-3.6 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Seed Money Contributions on the Required Forms; Amending Section 9-3.7 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualifying Contributions on the Required Forms; and Amending Section 9-3.12 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualified Small Contributions. (Marcos Martinez, Assisat City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:



City of Santa Fe

MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
AUGUST 18, 2021
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Introduced: 8/2/21
Quality of Life Committee: 08/18/21
Governing Body (request to publish): 08/25/21
Finance Committee: 08/30/21
Governing Body (public hearing): 09/29/21

Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Councilor Villarreal wishes to be added as a co-sponsor on this item.

- d. CONSIDERATION OF BILL NO. 2021-___. (Councilwoman Renee Villarreal and Councilor Cassutt)
An Ordinance Relating to Closed Captions; Creating a New Section 7.5 SFCC 1987 to Require Places of Public Accommodation to Activate Closed Captioning on Television Receivers. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518; Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

Committee Review:

Introduced: 07/14/21
Quality of Life Committee: 08/18/21
Mayor's Committee on Disability: 08/19/21
Governing Body (request to publish): 08/25/21
Finance Committee: 08/30/21
Governing Body (public hearing): 09/29/21



MINUTES

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MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the bill as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

7. PRESENTATION

- a. Presentation of Strategic Plan for Santa Fe Women's Commission (Anna Cale Pendas, Project Administrator, axcale@santafenm.gov, 505-955-6236; Valeria Alarcon, VIA Consulting LLC, valeriaalarcon@gmail.com) (Informational only)

8. MATTERS FROM STAFF

9. MATTERS FROM THE COMMITTEE

10. MATTERS FROM THE CHAIR

11. NEXT MEETING: Wednesday, September 1, 2021

12. ADJOURN

End Time: 6:02 PM

Liaison

Chair



City of Santa Fe

MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
AUGUST 18, 2021
5:00 PM
VIRTUAL MEETING

Beyond Recovery

Policy Recommendations to Prevent Evictions and Promote Housing Security in Santa Fe

PolicyLink



August 2021



Beyond Recovery

Policy Recommendations to Prevent Evictions and
Promote Housing Security in Santa Fe

**This is the third and final report in a series on evictions in
the Covid-19 era in Santa Fe, New Mexico.**

Acknowledgments

This report is a collaboration between PolicyLink; Chainbreaker Collective; and Homes For All, a project of Right To The City Alliance. It is the third in a series on evictions in the Covid-19 era; the previous two reports were written as collaborations between Human Impact Partners and Chainbreaker Collective. We thank the following individuals and their organizations for contributions that made this report possible. Serge Martinez and Elizabeth Elia from the University of New Mexico School of Law, Kyra Ochoa and Alexandra Ladd from the City of Santa Fe, Marcela Díaz from Somos Un Pueblo Unido, and Brie Sillery from the New Mexico Coalition to End Homelessness reviewed and commented on this report. Tyrone Dion from the Washington State Tenants Union and Gabby Garcia at Building and Strengthening Tenant Action (BASTA) were interviewed for the case studies about Washington State and Austin, Texas, respectively. Human Impact Partners analyzed the data provided by the New Mexico Administrative Office of the Courts used in the charts on page 12. Primary report contributors were Chris Schildt from PolicyLink and Cathy Garcia and Tomás Rivera from Chainbreaker Collective. The sample ordinances composing the appendixes were written by Serge Martinez and clinical law student Andrea Romero from the University of New Mexico School of Law. Any errors or omissions are the authors' own.

Funding for this series of reports has been provided by JPMorgan Chase & Co., the Funders for Housing and Opportunity, Community Health Funder Alliance (Anchorum St. Vincent, CHRISTUS St. Vincent, and the Santa Fe Community Foundation), Santa Fe Community Foundation COVID-19 Response Fund, City of Santa Fe Office of Affordable Housing, and Con Alma Health Foundation with funding support from the Robert Wood Johnson Foundation. The views and opinions expressed in the brief are not necessarily those of the sponsors.

Cover photo: courtesy of Chainbreaker Collective.

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PolicyLink is a national research and action institute advancing racial and economic equity by **Lifting Up What Works**®.

Chainbreaker works to expand access to affordable transportation and support economically and environmentally sustainable communities for low-income people in Northern New Mexico.

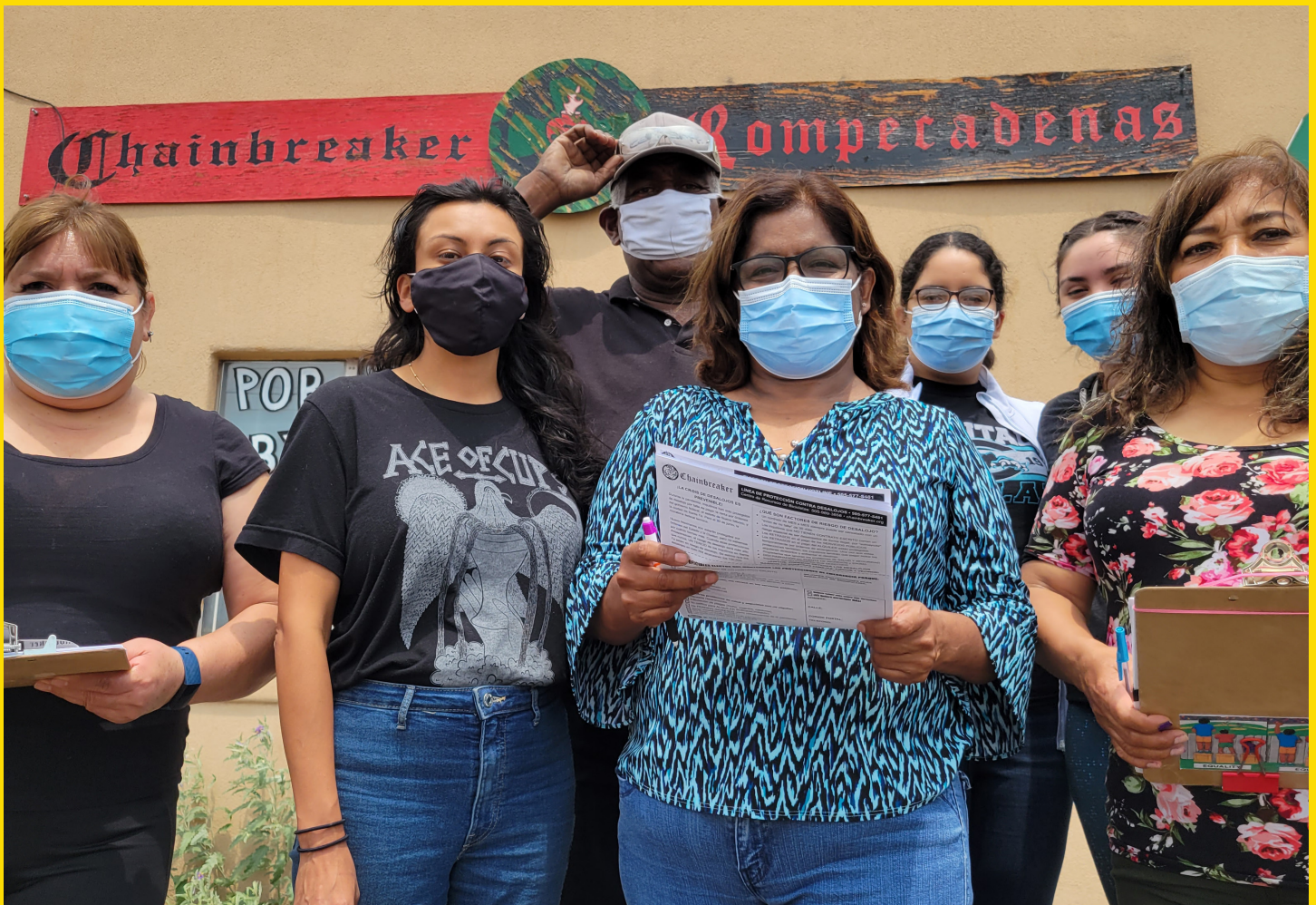
Right To The City Alliance (RTTC) emerged in 2007 with a strong and powerful vision to 1) halt the displacement of low-income people; Black, Indigenous, and people of color; LGBTQ communities; and youth of color, and 2) protect and expand affordable housing in tandem with a broader movement to build democratic, just, and sustainable communities. Homes for All is a national campaign of Right to the City, launched in 2013, to win permanent, dignified, and affordable homes for all.

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1.0 Introduction

Below: Chainbreaker Collective members and staff canvassing training. (*Chainbreaker Collective*)



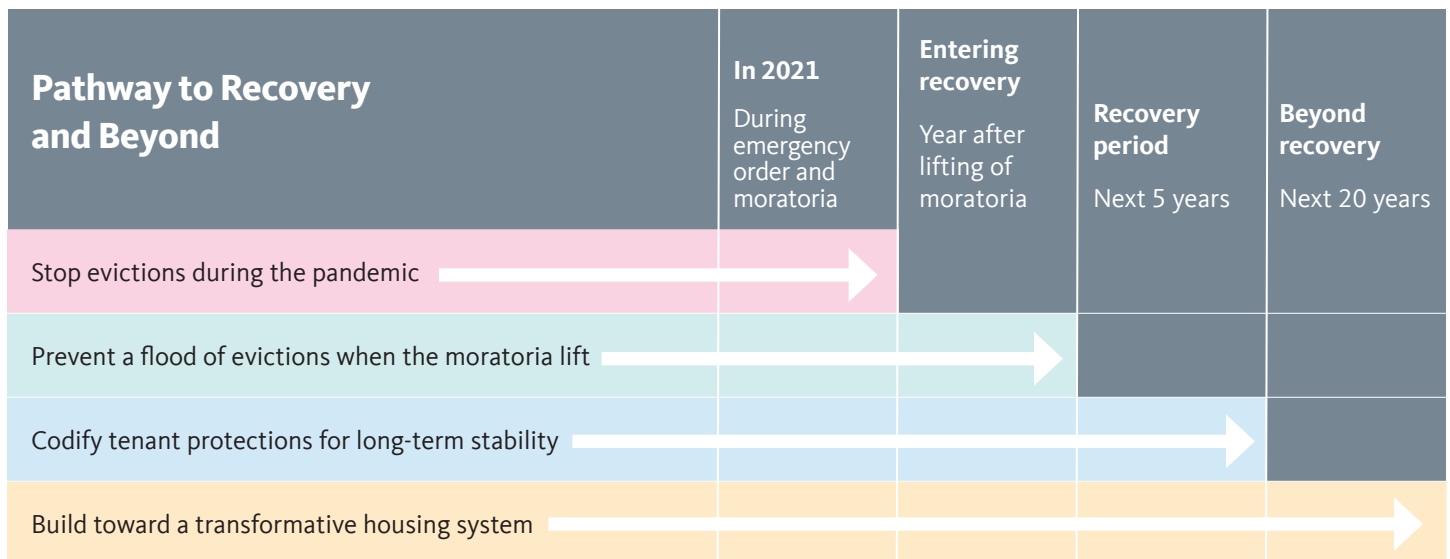
This report is the third and final in a series examining the health impacts of the escalating eviction crisis in Santa Fe, New Mexico. The first two reports, co-authored by Human Impact Partners and Chainbreaker Collective, describe Santa Fe’s housing insecurity before Covid-19, the experiences of residents during the pandemic, and the extent to which evictions and the eviction moratoria impacted Santa Fe renter households in 2020. These previous reports—[Evictions in the Covid-19 Era: A Threat to Family and Community Health in Santa Fe](#) and [Evictions in the Covid-19 Era: Successes and Limitations of Moratoria to Keep People Housed and Healthy in Santa Fe](#)—are available at humanimpact.org/hiprojects/santa-fe-evictions/.

Highlights from the previously published briefs include the following:

- While evictions were cut in half in 2020 compared to previous years—from an average of 558 eviction filings to 280 in 2020—even with eviction moratoria in place, a large number of residents still face evictions moving forward, particularly those in low-income, predominantly Latinx neighborhoods of Santa Fe.
- People already struggling with housing insecurity were hit hardest by eviction filings in 2020, especially those in the Hopewell/Mann neighborhood, the Midtown Campus area, and the Airport Road corridor.

- As many as 5,700 Santa Fe renter households could be evicted when the city, state, and federal moratoria expire.
- The health impacts of Covid-19 will be felt long after the threat of the virus subsides for people facing evictions. Both the threat and experience of eviction negatively impact physical and mental health and cause additional negative social and behavioral outcomes.
- Financial support for rent, utilities, and other needs is helpful but insufficient to stop the upcoming eviction tsunami.

This report presents solutions to keep Santa Fe families housed through the duration of the Covid-19 crisis. It also describes 15 actions the city can take to create a more equitable housing system for all residents. It charts the immediate steps necessary to stop current evictions and prevent a flood of evictions as local, state, and federal eviction moratoria lift; to codify tenant protections for the long term; and to invest in a long-term equitable recovery that addresses the structural roots of our housing crisis. These recommendations align with and support the City of Santa Fe Resident’s Bill of Rights resolution regarding a framework for housing and urban planning policy, which was [passed unanimously by the City Council in 2015](#)¹ and ultimately can be used to build a transformative housing system for all Santa Feans.



2.0

Pandemic-Related Evictions in Santa Fe



Santiago works in construction and lives with his wife and two children in an apartment in Santa Fe, New Mexico. As a result of the [booming housing market in the local area](#), his hours and salary have increased over the last year.² Despite this added income, Santiago still struggles to make ends meet. In addition to covering his family's living expenses in Santa Fe, he also sends money regularly to extended family members in Mexico. At the onset of the coronavirus pandemic, his wife lost her job and contracted Covid-19. The loss of one household income coupled with unexpected and high medical bills led to an accumulation of back rent of nearly \$8,500 and repeated threats of eviction. When his landlord presented him with written notices of eviction, he called Chainbreaker's Eviction Protection Hotline and learned that New Mexico's moratoria on evictions likely protected him. Despite this, he decided to find a new place to live until the eviction hearing date, which is as yet unscheduled. Qualifying for rental and legal assistance as an undocumented person is especially challenging. Finding information in his native language is equally challenging. Furthermore, Santiago keeps long hours as a construction worker and has difficulty shifting his schedule to attend required meetings and hearings. The moratoria are likely to keep Santiago housed during the pandemic, regardless of the outcome of the court hearing, but once they lift, Santiago and his family will be faced with back rent and eviction.

Santiago's story is not unique in Santa Fe. According to the National Equity Atlas [Rent Debt in America Dashboard](#), as of early June 2021, Santa Fe County had the highest estimated rent debt per household in New Mexico, with an average of about \$3,400 per household.³ This debt is experienced disproportionately by low-income families, people who have lost their jobs or income during the Covid-19 pandemic, and people of color. Using data on rent arrears from the US Census Household Pulse Survey, the Atlas analysis estimates that as of June 2021, 15 months into the Covid-19 pandemic, more than 2,800 households in Santa Fe County owed a combined total of \$9.5 million in rent debt. Given the challenges of reaching vulnerable communities through national surveys (the very same communities hardest hit by the pandemic and rent debt), the reality could be that many more Santa Fe households face rent debt and are at risk of eviction. This accumulation of rent debt and risk of eviction poses a grave threat to all Santa Feans, leading to increases in people who are unhoused, forced into unsafe or unstable housing situations, or pushed out of the area altogether.

The impact of local, state, and federal eviction moratoria on Santa Fe renters

While certain qualified renters nationwide were protected from eviction through [the federal order issued by the Centers for Disease Control and Prevention](#), this protection did not apply to New Mexicans because the state's moratorium provided a greater level of public-health protection.⁴ In March 2020, the New Mexico Supreme Court issued two moratoria, one affecting all [residential tenants](#) and another affecting all owners of [mobile home trailers](#), which protected them against evictions based on nonpayment of rent.⁵ These orders interrupt the typical legal steps of eviction: while landlords can still file evictions in court, and judges can still issue judgments, law enforcement cannot remove a tenant from a residence until the state Supreme Court lifts its orders. These orders remain in effect until amended or withdrawn by the court. As of publication, the court has not indicated when that might be.

Residents of the City of Santa Fe have an additional layer of protection. Under the [moratorium issued by the Mayor of Santa Fe](#), which affects both residential and commercial tenants, landlords and managers cannot even threaten eviction, orally or in writing.⁶ However, because the mayoral moratorium is an emergency proclamation, enforcement requires a tenant to report an eviction threat to the local police department. Should a tenant decide to make a report, law enforcement then initiates contact with the landlord and explains the emergency law.

The ways in which each of these moratoria are affecting the overall eviction filing rates are difficult to determine with any certainty. As explained in the [second report](#) in this series, while the federal moratorium has no legal effect on evictions in New Mexico, it has likely had a chilling effect on eviction filing rates.⁷ Because the New Mexico moratorium only affects those cases that have made it to court, it is impossible to know how many tenants were displaced before a legal filing. The city's moratorium, which intervenes prior to legal filing, is limited by its enforcement mechanism—specifically, tenants are reluctant to escalate the situation by involving law enforcement.

Analysis of the data for the reports in this series was made all the more challenging by a lack of robust quantitative and demographic data on landlords and tenants. Chainbreaker's Eviction Prevention Hotline has helped fill in those gaps with valuable qualitative data. The recommendations in this report are intended primarily for local decision makers and stakeholders, while recognizing that systemic changes at the state and federal levels are equally and urgently needed.

Despite the challenge in data collection, it is clear that Santa Fe's current housing crisis would have been much worse without the crucial interventions of local government in partnership with community-based organizations. An [analysis of court eviction data](#) revealed that eviction rates in Santa Fe were cut in half in 2020 compared to the prior three years, likely due to organizing and education efforts and the local, state, and federal eviction moratoria.⁸

Emergency cash assistance to cover rent and other essentials, such as utilities, food, and transportation costs, has provided temporary relief to thousands of Santa Fe families. However, that assistance is nowhere near enough to fully help tenants facing eviction and prevent a looming mass eviction event. Santa Fe elected officials and staff need to act boldly and swiftly to keep renters in their homes and set Santa Fe in a new direction toward equitable recovery.

3.0

Policy Solutions from Pandemic Relief to a Transformative Housing System

Below: Chainbreaker members at a neighborhood gathering for the Residents' Bill of Rights. (*Chainbreaker Collective*)



Stop evictions during the pandemic

Mass evictions would be a public health emergency even after the threat of Covid-19 subsides. While current protections and emergency assistance have successfully reduced evictions, hundreds of families are still being evicted during the Covid-19 pandemic; landlords filed 280 eviction claims in 2020, [according to court records](#).⁹

Several challenges are leading to evictions right now:

- **Eviction moratoria are set to expire without a transition plan.** After the eviction moratorium directive from the Centers for Disease Control and Prevention (CDC) expired on July 31, 2021, the CDC extended the moratorium until October 3, 2021, in counties experiencing substantial and high levels of community transmission of the coronavirus. However, court challenges to this moratorium threaten its continuation. The Santa Fe and New Mexico eviction moratoria are both dependent on court orders. How or when these local moratoria may be lifted is unclear, creating further uncertainty for renters, service providers, and policymakers.
- **Existing moratoria allow landlords to continue to evict.** As detailed in [the second report](#) in this series, intentional design choices in the local, state, and federal eviction moratoria have allowed landlords to still pursue some types of evictions during the pandemic, including nonrenewal of leases and evictions for reasons other than nonpayment of rent.¹⁰
- **Some landlords are still trying to evict tenants by evading or violating the moratoria.** Many tenants are still facing eviction from their landlords, even if they are protected by the moratoria. Tenants may be unaware of the emergency moratoria or be afraid to enforce their rights through criminal proceedings. Evidence via the Chainbreaker Eviction Prevention Hotline indicates that some landlords are engaging in self-help evictions and locking tenants out of their buildings. Alarming, tenants are also reporting that landlords are delaying necessary repairs in an effort to force tenants out of their residences.
- **Good policy and planning is inhibited by lack of data on housing challenges and evictions.** Timely data and information are essential during times of crisis to understand the challenges and measure the effectiveness of interventions. While court eviction data can be used to understand trends in evictions, outdated and incomplete data can give an inaccurate picture of trends and challenges.

In response to these challenges, the city of Santa Fe can take immediate steps outlined below to stop evictions during and after the coronavirus pandemic.

Continue and adapt the emergency order and moratoria on evictions to protect public health

Continuing the moratoria on evictions for as long as possible will save lives, keep people housed, and allow time for deliberate and thoughtful transitions to recovery and beyond, including distribution of rental assistance. In the face of the July 31, 2021, expiration of the federal eviction moratorium, California, [Seattle](#), and [San Francisco](#) extended their moratoria at least through September 30, 2021.¹¹

The Biden Administration has indicated that the reason for extending the CDC moratorium to July 31, 2021, was to allow for distribution of the nearly \$47 billion allocated by the US Congress for emergency rental assistance, [very little of which has been distributed](#).¹² In New Mexico, the governor's office has allocated \$284 million toward rental and utility assistance, but the state has [faced distribution and logistical challenges](#) to disbursing the funds.¹³ The emergency orders and moratoria at the state and local levels must be maintained at least until all federal and state money has been distributed.

Adaptation of the moratorium could allow for a phased lifting based on data directly related to not only Covid-19, such as infection and vaccination rates, but also risk of eviction, demographic information, and social determinants of health, such as economic insecurity and housing cost burden. Data should be disaggregated to the census tract level to keep protections in place for as long as possible for high-risk areas while new affordable housing is being created and to allow earlier transitions for low-risk census tracts. Some census tracts in Santa Fe, including the Hopewell/Mann neighborhood and portions of the Airport Road corridor, have continued to see high eviction rates in 2020 even with the moratoria in place, [according to research detailed in the second report in this series](#).¹⁴ These neighborhoods are disproportionately populated by Latinx residents and have been some of the areas hardest hit by Covid-19. The city should adapt the eviction moratoria to keep emergency protections in these places for as long as possible and should pass a tenant protection ordinance to make some of these protections permanent, as described below.

Strengthen the existing Santa Fe eviction moratorium

In addition to extending the eviction moratorium, Santa Fe should strengthen it to protect more families. Like the federal moratorium, the state and local moratoria only protected against evictions for failure to pay rent. Eviction for causes other than failure to pay rent continued under the moratoria.

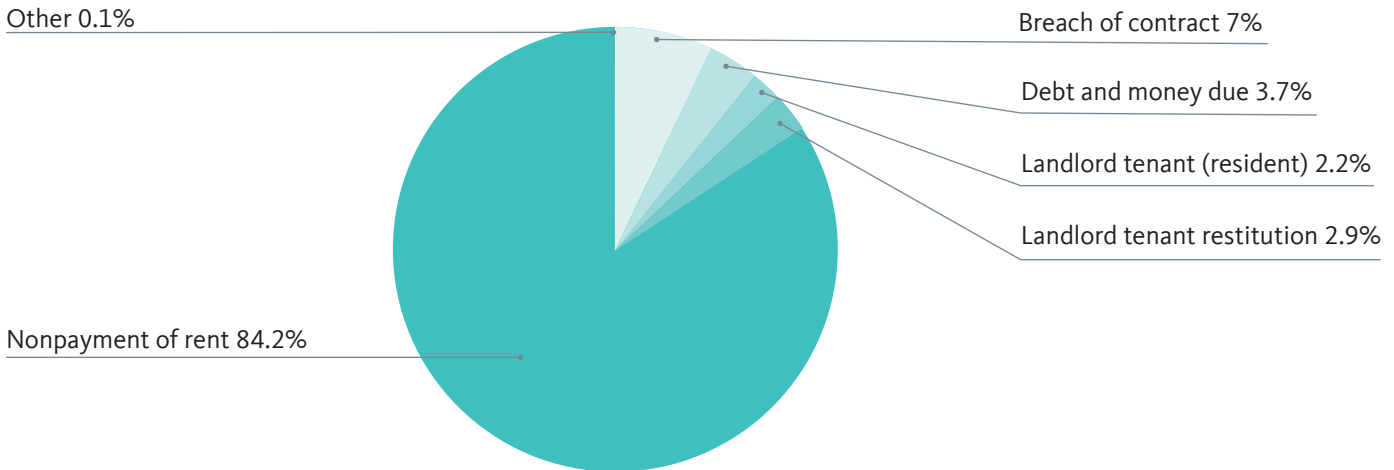
New Mexico allows a “no-fault” eviction process, and this type of filing—known as “landlord tenant restitution”—[increased seven-fold](#) during the pandemic compared to previous years. Moreover,

tenants could still be evicted for failing to pay for services other than rent (such as utilities or maintenance fees)—eviction filings for debt and money due tripled in 2020. Similar to past years, in 2020, the single most common reason for eviction was failure to pay rent, even with moratoria on evictions for inability to pay in effect for most of the year (see charts).¹⁵

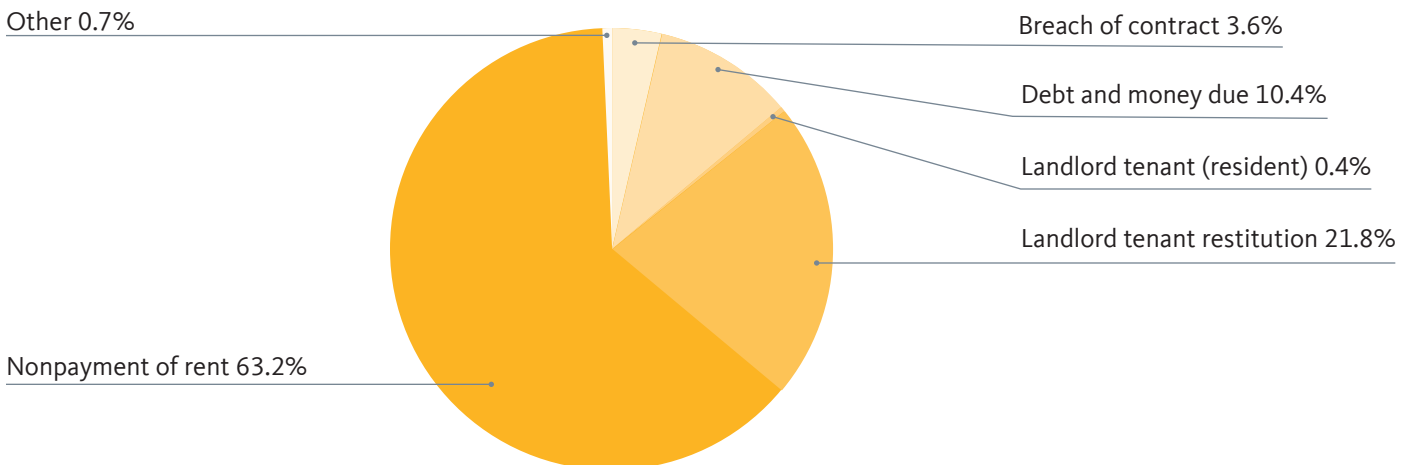
The city’s moratorium can and should be expanded to cover no-fault evictions; lease nonrenewals; informal rental agreements; failure to pay for services; and some violations of lease agreements that do not threaten personal life or safety, such as violations of occupancy or pet agreements or nuisance complaints that do not pose a health or safety risk.

Although the annual number of evictions was cut in half in 2020 compared to the average for previous years, nonpayment of rent was still the most common cause for evictions in 2020, despite the moratoria in place.

Major causes of eviction filings, 2017–2019 (average)



Major causes of eviction filings, 2020



Source: Human Impact Partners’ analysis based on data provided by the New Mexico Administrative Office of the Courts.

Shift to civil enforcement for the existing eviction moratorium

The local moratorium finally gave tenants in the city an enforcement mechanism—albeit an imperfect one—against landlords who try to evict illegally. The current city moratorium is an emergency mayoral order and must be enforced by local law enforcement, with tenants initiating the process by filing a police report. Many tenants do not know their rights under the moratorium or do not want to involve the police out of concern for their personal health and safety and that of their families and neighbors. The city should create a permanent civil enforcement mechanism that shifts the enforcement burden from police onto more appropriate city staff, such as building and health inspectors. These positions should be resourced through current budget allocations. This change should include protections for renters against retaliation for reporting violations of moratoria. For this shift to occur, action is needed by the governing body via an ordinance or resolution. See Appendix 1 for a sample ordinance to prohibit owner retaliation.

Fund eviction prevention/tenants' rights hotline and outreach

The need for ongoing outreach and organizing around renters' rights and eviction prevention will last long after the Covid-19 emergency subsides. The mayor and city council took a critical first step this year in approving \$75,000 for an eviction hotline and mediation services for tenants and an additional \$75,000 for Spanish-language translation services in the recently approved [budget](#) for 2021–2022.¹⁶ These allocations should become regular items in future budgets and be expanded further. Funding for outreach should include funding for community-based organizations to conduct direct community engagement with the people most vulnerable to eviction.

Provide regularly updated court eviction data

Current information on when, where, and why evictions are still proceeding during this pandemic is essential for targeting outreach and assessing and strengthening efforts to prevent evictions. Under the city moratorium, landlords were prohibited from threatening eviction, orally or in writing. Thus, any filing in state court by a Santa Fe landlord is a violation of the city order. The city should formalize and strengthen its communication with state courts to ensure local landlords abide by local requirements.

Additionally, the city should collaborate with state courts to create an eviction data portal to provide up-to-date information about local evictions. Many evictions occur even before a formal eviction record is created with the court, making it important to also conduct community-based and participatory research.

Anti-Eviction Mapping Project

The [Anti-Eviction Mapping Project](#) provides eviction data in the San Francisco Bay Area and throughout California based on a wide range of data sources, including court filings, legal aid records, oral histories, and more.¹⁷

Prevent a flood of evictions when the moratoria lift

While the road to full post-Covid recovery is still long, the local, state, and federal eviction moratoria inevitably will be lifted at some point. This section describes how to prevent a flood of evictions when the moratoria are eventually lifted.

Forgive city water utility debt

Utility arrears and difficulty paying rates are strong signals of precariousness when evaluating a tenant's risk of eviction. The city-owned water utility can and should forgive water debt and reduce rates for low-income households using new federal funding sources. The US Congress has approved nearly [\\$50 billion in emergency rental assistance](#), to pay for both back and forward rent and utility payments; furthermore, it approved \$1.1 billion for a new Low-Income Household Water Assistance Program, modeled off of the [Low-Income Household Energy Assistance Program](#), to help low-income residents with their water and wastewater bills.¹⁸ The program provides grants to states, territories, and eligible Native American tribes, which then provide funds to public water utilities to reduce debt and rates for low-income households. This is an emergency program and is not permanently authorized; the funds must be spent by the end of 2023.

The City of Santa Fe should ensure that the state engages with community-based organizations to develop an implementation plan targeting these funds for communities that have the highest water debt and have been most impacted by Covid-19. In particular, the funds must be made available to all low-income residents, regardless of immigration status or enrollment in other programs.

The city has currently instituted [a moratorium](#) on water shutoff for nonpayment of water bills.¹⁹ Like the city's eviction moratorium, the water utility shutoff moratorium has no clear end, and residents continue accumulating debt. The city should keep the moratorium on water shutoffs in place while the funds are being distributed.

Philadelphia Water Utilities Tiered Assistance Program

Santa Fe can look to other cities such as [Philadelphia](#), which created a permanent tiered assistance program in 2017 that caps monthly water bills at a fixed percentage of monthly household income for low-income households.²⁰ All debt is forgiven after 24 complete monthly payments, even if the payer falls behind for a period or cannot pay the full amount. Roughly 22,000 low-income Philadelphians have enrolled in the program [as of 2020](#).²¹ Philadelphia also extended a [moratorium](#) on water shutoffs through April 2022 and restored service for roughly 15,000 residents who had lost service.²²

Address the accumulation of back rent and fees

As of June 2021, Santa Fe County residents [owe an average of \\$3,400](#) in back rent due to Covid-19, according to the National Equity Atlas estimates based on US Census Household Pulse Data.²³ This debt is greater than any other county in New Mexico. Nationally, renters, who are predominantly people of color, hold [\\$20 billion in debt](#). In contrast, homeowners, who are predominantly White, saw a [\\$1.9 trillion increase](#) in their home equity between the first quarter of 2020 and the first quarter of 2021.²⁴ In New Mexico, the average homeowner gained [\\$26,000 in home equity](#) in the last year.²⁵ While Congress has approved more than \$46 billion in rent relief in the last year, only [a tiny fraction has actually reached tenants](#).²⁶

Before the eviction moratoria lift, the city should plan to address back rent and fees. First, any unpaid rent and fees should be converted permanently to consumer debt so that it cannot be the cause for eviction; [California](#) has done this for all rent debt accrued between March and August 2020 and for 75 percent of the rent debt accrued from September 2020 through September 2021 (the other 25 percent of the rent must be paid to avoid eviction).²⁷ A payback period of at least 12 months should also be implemented to allow tenants enough time to apply for and receive rental assistance or otherwise pay rent debt. Any rental assistance provided to the landlord should be conditioned on not allowing the landlord to evict the tenant for a minimum of 12 months after receiving funds. [Philadelphia](#) requires landlords to apply for rental assistance before issuing an eviction notice²⁸; Santa Fe should pass a similar requirement.

New York State Emergency Rental Assistance Program

In April 2021, New York State approved a budget with \$2.4 billion dedicated to its Covid-19 [Emergency Rental Assistance Program](#), using both federal and state sources.²⁹ The funds can be used to pay for up to 12 months of rent arrears plus up to three months of future rent for rent-burdened tenants who earn up to 80 percent of the area median income. Undocumented people are eligible, and landlords cannot begin an eviction until the tenant's eligibility for the program has been determined. If the tenant is eligible, rent payments are made directly to the landlord, who must waive late fees, freeze rents for one year, and offer a lease renewal to the tenant. If the landlord does not accept the payment within 12 months, the rent debt is considered waived and the funds are reallocated.

Extend emergency rental support with direct cash assistance and fund community partnerships

In contrast to state rental assistance programs, the City of Santa Fe's Direct Cash Assistance program reduced the amount of paperwork needed to prove eligibility for rental or utilities support and paid funds directly to impacted tenants who applied. Through a close partnership between the city and community-based organizations, the first round of city eviction prevention and economic relief funds helped thousands of families pay their rent and utilities. However, renters are still in need of more assistance. The city should provide additional funding to distribute as cash transfers to renters at risk of eviction.

[New Mexico's Department of Finance and Administration](#) is responsible for distributing \$284 million in state rental assistance through the [RentHelpNM.org application portal](#).³⁰ Major obstacles have limited the effectiveness of the distribution of this badly needed support. Many undocumented immigrants and renters with criminal records or low credit scores have informal rental agreements and cannot provide the necessary documentation to qualify. Additionally, the requirement that renters submit documentation to online portals that are difficult to navigate limits many renters' ability to apply for assistance. Not only is the application process onerous for the tenant, but also state rental assistance is paid directly to landlords, who must complete the application to receive funds.

These additional hurdles have resulted in [slow distribution](#) of rental assistance funds.³¹ The City of Santa Fe has proved it can be more responsive to the needs of tenants through the distribution of direct cash assistance. The city should not only expand these programs during the Covid-19 recovery period but also make tenant funding support permanent.

Cash transfer programs have received increased attention recently because of the rise of guaranteed basic income pilot programs around the country as a means of improving social, health, and educational outcomes for low-income families with no strings attached. The City of Santa Fe, along with the Santa Fe Community College, [recently launched](#) its own guaranteed basic income program for low-income students.³² This program should be expanded and adapted as a method for protecting renters from Covid-19–related evictions and as a long-term anti-displacement strategy.

Improve existing mediation programs to avert evictions

Mediation programs help avoid evictions by resolving a dispute through a mediator rather than going to court or filing for eviction. These programs are available through New Mexico courts, but these voluntary programs are available only for complaints of money owed and only if a legal filing has already taken place. The City of Santa Fe could institute a similar mediation program before a legal filing occurs and for other types of landlord–tenant disputes, such as health and safety violations and minor lease issues, which have increased during the pandemic and under the eviction moratoria focused on rent debt. The City of Albuquerque and Bernalillo County have such programs in their courts and can be looked at as models. The City of Philadelphia created an eviction diversion program amid the Covid-19 lockdown in which [91 percent of participants](#) were able to reach an agreement and avoid eviction.³³

Improved state eviction policies could increase the likelihood of successful local mediation programs. In 2021, the state legislature considered [House Bill 111](#), which would lengthen the timeline for eviction proceedings, and thereby give mediators more time to resolve disputes.³⁴ City leaders should urge state-level lawmakers to push forward the tenant protections proposed in HB 111.

Codify tenant protections for long-term stability

Even before the Covid-19 pandemic, [more than half](#) of all renters in Santa Fe were paying more than they could afford on rent.³⁵ In 2019, 57 percent of Latinx women in New Mexico were paying too much for rent, and the situation has only gotten worse.³⁶

The pandemic has clarified the importance of having strong renter protections like just cause eviction protections, right to counsel, rental registries, and more. However, many tenant and community groups, as well as local policymakers, have been overwhelmed with meeting urgent needs to stop evictions and provide immediate relief. As the City of Santa Fe transitions from emergency response to a recovery framework, long-term tenant protections are emerging as a top priority to address many of the structural problems in the housing market.

The Need for Long-Term Tenant Protection in Santa Fe

Daniel, a tenant in Santa Fe, knows all too well how challenging it can be to access supports to help weather economic hardships from Covid-19. In the early months of the pandemic, Daniel contracted Covid-19 and, although he did lose income during his recuperation, he was eventually able to pay past-due rent by using his savings. At the start of 2021, however, he suffered another medical emergency requiring a lengthy hospital stay, during which time he lost work and was evicted from his apartment. Now in a new residence, Daniel is struggling to recuperate from his condition and has not been able to return to work. The new landlord filed an eviction action against Daniel in court, and Daniel was able to stay in his home as a result of the state moratorium. Daniel's Covid-19-positive status is what allowed the moratorium to protect him. Without such proof, it is possible that the emergency protections would not have applied to his situation, as the moratoria are a direct response to the Covid-19 public health emergency.

Create a landlord licensing and rental registry program for better data, outreach, and enforcement

[Rental registries and landlord licensing programs](#) can help cities collect better data, conduct outreach, and enforce regulations.³⁷ The City of Santa Fe currently lacks information on rental properties in the city, making it difficult to assess needs, share information with landlords and tenants, and enforce health and safety standards. Rental registries collect landlord contact information and basic information about the rental units. The primary purpose is to collect contact information for landlords, inform landlords of their legal requirements and obligations, and collect data to inform policymaking. Cities with rental registries are able to better track challenges renters face during crises and target outreach and assistance efforts. Landlord licensing programs combine the data from registries with inspection and enforcement. Licensing often requires regular inspections of the health and safety conditions of rental housing and can be used to ensure landlord compliance with city and state laws.

While larger cities have established rental registry and licensing programs, a growing number of mid-size and smaller cities are also doing so, including Concord, California; Boulder, Colorado; and Ithaca, New York. Santa Fe should establish a rental registry and create a licensure program for landlords to close data gaps, target outreach and program interventions, and open the door to longer term solutions that can incentivize helpful practices and disincentivize bad actors. The cost to establish and manage this program can be revenue-neutral through ongoing, low-cost fees.

Concord, California, Rental Registry Program

[Concord](#), population 130,000, approved its rental registry program in early 2021 to help inform future policymaking and provide a public portal of information, including square footage, rents over time, and evictions.³⁸ Tenant organizers and housing advocates campaigned for the registry to inform data- and equity-driven housing policy discussions in the city.

Expand access to legal counsel during eviction proceedings

For low-income renters facing eviction, access to legal counsel can mean the difference between staying in their homes and being forced out. Nationally, roughly [90 percent](#) of tenants do not have legal representation in eviction court, while up to 90 percent of landlords do.³⁹ Tenants who have access to a lawyer are twice as likely to be able to stay in their homes compared with tenants without legal representation. Importantly, legal aid providers face restrictions on their ability to use federal funding to provide services to undocumented people, making city funding essential to expand legal representation for undocumented tenants facing eviction. In accordance with the [1999 city council resolution](#) for nondiscrimination of noncitizens, the city should create a right to counsel program that ensures representation for all tenants regardless of immigration status.⁴⁰

Several cities, including New York, Philadelphia, and San Francisco, have created a right to counsel for low-income tenants facing eviction, and more than [three dozen](#) cities, counties, and states have used Covid-19 emergency funds to expand tenant representation.⁴¹ See Appendix 2 for a sample ordinance regarding provision of legal counsel during eviction proceedings.

Below: Chainbreaker members preparing for a Development Without Displacement rally. (*Chainbreaker Collective*)



Just Cause and Right to Counsel in Washington State

In spring 2021, the Tenant Union of Washington State (TUWS) along with a broad community coalition won two critical pieces of legislation at the state level to protect tenants from being fast-tracked through the eviction process: [just cause](#), which ensures that tenants are protected from wrongful evictions, and the [right to counsel](#), which ensures that low-income tenants have legal counsel if their evictions go to court.⁴²

TUWS organizes tenants through a hotline they run a few days a week. From their hotline, they aggregated data on issues that tenants faced. They found that more than half the tenants they spoke to were evicted without the eviction even getting to a court process, most of the time landlords were using a variety of tactics to force renters to move, and tenants had a hard time accessing legal aid. The conditions of the pandemic only made things worse. Fearing a massive wave of evictions, TUWS took action alongside its allies to develop and fight for Washington's just cause for evictions and right to counsel legislation.

In Washington State, it can take as little as 14 days to be evicted, and being evicted at the landlord's discretion has been a huge issue long before the pandemic. The coalition wanted to prevent a mass eviction wave, and knew how critical it was to both ensure that tenants would have a fair eviction process and have access to legal counsel if their evictions went to court. As they were fighting for just cause, it was logical to fight for the right to counsel.

The goals of their campaign were to 1) create a barrier to prevent landlords from quickly evicting; 2) show landlords that people are watching; 3) end the unjust ways tenants are treated; and 4) give tenants some relief, knowing that multiple policies and procedures are in place for them. Often, tenants, especially tenants from Black and Indigenous communities and communities of color, are afraid to go to court. The organizers at TUWS hope that the policies they fought for will create a safety net for these tenants, especially in situations where the landlord attempts informal evictions.

Pass permanent tenant protections

As explored in the [first report](#) in this series, tenants in Santa Fe were facing an affordability crisis even prior to the onset of the public health emergency.⁴³ The recovery has accelerated the crisis, and solutions are more urgently needed than ever before. Additionally, tenants face myriad forms of discrimination when searching for a home to rent, during the application and leasing process, and during their tenure. A set of tenant protections can help tenants secure a home and protect them from landlord harassment or evictions. [Portland](#), Oregon, and [Minneapolis](#), Minnesota, recently passed ordinances that protect tenants in the rental market.⁴⁴

Many tenant protections were recently discussed at the state level in New Mexico. In the 2021 legislative session, [House Bill 111](#) would have changed state law on housing discrimination.⁴⁵ Unfortunately, this bill was amended heavily in one committee before dying in another. In the meantime, the City of Santa Fe can protect Santa Fe renters by taking the following actions now.

- **Just cause eviction:** Prevent arbitrary, retaliatory, or discriminatory evictions by establishing a specific set of reasons ([just cause evictions](#)) that limits landlords' reasons for eviction.⁴⁶ Santa Fe can act now to create just cause protections at the local level. The [Mobile Home Park Act](#), which has just cause requirements, can serve as a model and be expanded.⁴⁷ See Appendix 3 for a sample just cause eviction ordinance.
- **Source of income nondiscrimination:** Prohibit discrimination against renters based on the [source of income](#), such as a housing choice voucher, Veterans Affairs Supportive Housing voucher, or another form of payment.⁴⁸ Source of income nondiscrimination laws can improve voucher holders' ability to find a home by as much as 11 percent, according to [research](#) conducted for the US Department of Housing and Urban Development.⁴⁹ Recent federal relief bills included funding for expanded emergency vouchers, which will increase the need for renter protections from landlord discrimination based on the source of income. Legislation was introduced at the state level in 2021 to require landlords to accept all lawful forms of income, but it failed to pass. See Appendix 4 for a sample ordinance on this issue.

- **Expunging records for Covid-19-related evictions and unpaid debt:** The state and local moratoria prevent only evictions for nonpayment of rent. Still, it is unclear how judgments issued by state courts during the pandemic will impact the credit histories and rental records of tenants. Additionally, nonrent debt is not protected by the moratoria, even as many tenants find themselves in arrears in all areas of their finances. While debt accumulated by tenants as a result of Covid-19 has a clear timeframe, the impacts of the health emergency will continue well into the future. Ensuring that evictions undertaken during the pandemic will not impact a tenants' future ability to find housing requires an expungement process that extends beyond the health emergency timeframe.
- **Affordable security deposits:** The city can limit all security deposits to no more than one month's rent to help reduce move-in costs for tenants and create flexible installment payments so that renters can pay security deposits over time. Proposed amendments to state law in [House Bill 111](#) would have eliminated the burden on tenants to prove bad faith by the landlord when retaining deposits; this could be adopted through local ordinances.⁵⁰
- **Tenant relocation assistance:** If a landlord evicts tenants or forces them to move by raising rents, the landlord should pay relocation fees to cover the costs of moving and hardship. [Portland](#), Oregon, and [Berkeley](#), California, have mandatory relocation assistance programs for certain types of evictions, such as a rent increase of 10 percent or more over a 12-month period.⁵¹ Payments range from roughly \$3,000 in Portland for a studio to upward of \$16,000 in Berkeley if the unit is removed from the rental market.

Build toward a transformative housing system

Federal emergency relief and recovery dollars are crucial to stabilizing tenants through this period of economic uncertainty and instability. But as the [first report](#) in this series documents, Santa Fe renters were facing housing insecurity and instability before this pandemic.⁵² Santa Fe has seen an [influx in newcomers](#) during the pandemic, pushing housing costs up even further.⁵³ Ultimately, leading with equity means the city's relief and recovery efforts cannot simply go back to the status quo ante, in which half of Santa Feans were cost-burdened or severely cost-burdened by rent. Bolder action is needed to transform an unjust housing system. Reimagining how the housing market functions in Santa Fe requires turning away from speculative and investor-driven commodification of housing toward housing as a human right and basic necessity. While building new, affordable housing is important, it is also clear that building alone will not solve Santa Fe's housing problems for the most vulnerable residents. Santa Fe cannot simply build its way out of this crisis; the city must change policies and practices to ensure the housing system works for all.

Community-ownership strategies take vitally important, less expensive housing units out of the speculative real estate market and put them into the hands of tenants or community-based organizations. These strategies help cities preserve their existing unsubsidized low-cost housing stock, which may be vulnerable to being sold to speculative investors who may drive up prices and displace low-income people. Community-ownership strategies can also address blight and disinvestment by targeting negligent landlords and enabling investment in quality maintenance and management without threatening the stability of existing tenants.

Community land trusts are a common form of tenant ownership strategies in which a nonprofit owns the land and sells the building to a resident. By maintaining ownership of the land, the land trust can provide the home at a low cost and ensure the long-term affordability of the house. Residents are able to have the security and stability of owning their own homes and participate in the land trust's governance structure. At the height of the foreclosure crisis in 2009, low-income homeowners who were a part of a land trust experienced foreclosure rates of [less than 1 percent](#), compared to 15 percent for people with subprime loans.⁵⁴ For more about the role of community land trusts in Santa Fe, see the report by Human Impact Partners and Chainbreaker Collective, [Health, Healing, and Housing in Santa Fe](#).⁵⁵

Achieve community ownership

Successful community-ownership strategies require developing three types of tools: capacity-building, policy, and funding tools.

- **Capacity-building tools:** Purchasing buildings and converting them to community ownership and permanent affordability takes a lot of time and skills. This includes advocacy and mobilization to pass policies and secure dedicated funding sources; tenant organizing and leadership development to undergo the oftentimes risky and contentious process of purchasing a building and becoming resident owners; and staffing support to identify properties, secure financing, negotiate the sale, oversee renovations, and ultimately own, manage, and maintain the buildings over the long term.
- **Policy tools:** Tenants and nonprofits seeking to purchase homes on the open market compete at a disadvantage compared to investors with ready access to capital to purchase buildings quickly and at scale. Policies such as tenant or community opportunity to purchase give tenants or community groups the first opportunity to purchase residential rental properties before they can be sold on the open market. Similarly, anti-speculator policies such as anti-flipping taxes, vacancy taxes, and land-value taxes can help level the playing field by reducing the potential profits of outside speculators. In particular, Santa Fe's housing market is impacted by outside investors and speculators and driven by a strong tourism industry, which makes these anti-speculator policies important tools to protect the local housing market.
- **Funding tools:** While ultimately federal funding will be necessary to reach scale, local agencies can develop financing tools to help build local capacity and momentum, such as affordable housing bond measures, loan funds, and philanthropic partnerships.

Federal funds from the American Rescue Plan can be used to [create permanently affordable, community-controlled housing](#).⁵⁶ Specifically, the City of Santa Fe is receiving \$15 million in Covid-19 relief dollars, and Santa Fe County is receiving an additional \$29 million. The city could apply for part of the state's \$19 million in HOME funds to create housing for people at risk of or experiencing homelessness, people facing domestic violence, and veterans.

Additional proposals currently in Congress would allocate as much as \$45 billion for the national Housing Trust Fund, increase funding for vouchers, and provide other housing-related funding that the city could access to create community-controlled permanently affordable housing.

Santa Fe can take the following steps today to promote community ownership:

1. Dedicate 20 percent of Covid-19 federal relief and recovery dollars to support housing acquisition and community-ownership models.
2. Explore passing a [tenant opportunity to purchase policy](#).⁵⁷
3. Generate long-term revenue to fund community ownership by collecting short-term rental fees and dedicating them to tenant acquisition strategies and explore passing anti-flipping and vacancy taxes.

In the longer term, the city should also explore community-ownership models at the Midtown Campus and the creation of a development without displacement (DWOD) overlay district. When taken together, these two strategies protect underinvested neighborhoods that are ripe for speculation while also expanding a human right to housing by designating publicly owned lands for community ownership.

Community Ownership of a Mobile Home Park in Austin, Texas

In May 2020, residents of the North Lamar Mobile Home Park celebrated purchasing their mobile home park after a [five-year campaign](#) to collectively own their homes.⁵⁸

The North Lamar Mobile Home Park sits in the heart of the City of Austin. The park has 69 lots and is home to immigrant, monolingual, Spanish-speaking families who are mostly construction and domestic workers. Over the last decade, the amount of affordable housing in Austin has decreased. Mobile home owners are being displaced by high rents and wrongful evictions.

In 2015, North Lamar Mobile Home Park owners Frank Rolfe and Dave Reynolds were planning to raise rents and evict families from the park. Rolfe and Reynolds are the sixth-largest mobile home park owners in the nation, and they share their business model with other mobile home park owners in a program called [Mobile Home University](#).⁵⁹

A central part of Rolfe's and Reynolds's earning strategy shared through their program is based on the analogy of owning a restaurant. They have been quoted as saying that owning a mobile home park is like having someone chained to the booth at a waffle house, so they can't leave. In many mobile home parks, the mobile homes are too old to move, so they are no longer "mobile." Families with older mobile homes are unable to move their homes to another place, so they are stuck. Landlords like Rolfe and Reynolds take advantage of this situation, inflate rents, and threaten evictions. The model they encourage is to buy mom-and-pop mobile home parks and raise the rents without making any improvements to the space. That was what they had planned for the residents of North Lamar.

Residents at North Lamar came together to organize against the rent hikes and evictions. Residents organized as the Asociación de Residentes de North Lamar (ARNL), enacted a successful campaign, avoided the proposed evictions, and put a hold on rent increases. After this win, ARNL spent the next five years organizing to demand that the landlords address the years of neglect at the park. At the same time, they worked toward their dream of purchasing the mobile home park as a cooperative.

BASTA, a Texas Rio Grande Legal Aid project, supported the resident association and worked alongside a local city council

member, Greg Casar, and ROC (Resident-Owned Community) USA to obtain a \$7.15 million loan to purchase the property. Of that \$7.15 million, a little more than \$2 million came directly from the City of Austin. The partnership with the City of Austin was crucial for this victory. ROC worked with a local organization, Community Housing Expansion of Austin, to act as the technical assistant for ARNL to set up the cooperative.

BASTA hopes that ARNL's story will inspire other residents of mobile home parks to cooperatively purchase and own their own land. More than 15 tenant resident associations are active across Austin. Benefits of collective ownership (adapted from the [ROC website](#)) are the following:

- Control monthly lot rent
- Control maintenance, repairs, and improvements
- Provide lifetime protection against displacement
- Create a strong sense of community

This summer marks the one-year anniversary of cooperative ownership for the residents at the North Lamar Mobile Park. Residents are learning and making decisions together about their homes. And while they have increased responsibilities and challenging decisions to make, it's worth it for the more than 60 families who are now protected from displacement.

Create a model of community ownership with the Midtown Campus project

The development of the city-owned Midtown Campus presents a once-in-a-lifetime opportunity to change the trajectory of Santa Fe's inequitable housing system and contribute to community health and stability. The 64-acre campus was home to the Santa Fe University of Art and Design, which closed in 2018, and is located adjacent to neighborhoods such as Hopewell/Mann that face high rates of housing insecurity, underinvestment in parks and infrastructure, and high rates of eviction even with the eviction moratoria in place.

The City of Santa Fe entered an exclusive negotiating agreement with a master developer in 2020, but the developer [ended](#) it in early 2021, citing uncertainty due to the pandemic and the high cost of infrastructure investments and repairs needed.⁶⁰ The city has taken important steps to start again on the right track with a community-engagement process and more local approaches to development planning. Now the city has an opportunity to create a national model of equitable

development at the campus, using a phased approach to meet immediate housing needs while working with low-income communities and communities of color on a long-term vision for community ownership.

For thousands of Santa Fe renters who have been unable to keep up with rent payments during the Covid-19 pandemic, the eventual end of the local, state, and federal eviction moratoria will push them over an eviction cliff that will likely lead to greater housing instability, doubling up with friends and family, or homelessness. The Midtown Campus can and should be used by the city to create new, affordable housing for people currently facing housing instability. New federal Covid-19 relief dollars, including HOME grants, community development block grants, Covid-19 relief funds, and emergency vouchers, can be used to build or convert and rehabilitate buildings on the site to create permanent supportive housing and prioritize rehousing of evicted renters. The city should extend the local eviction moratorium until this new housing is created to avoid mass evictions.

Long-term planning for the Midtown Campus should consider models of community stewardship, equitable development, and climate resiliency. Examples such as the [Sawmill Community Land Trust](#) in Albuquerque, [Market Creek Plaza](#) in San Diego, [New Communities Land Trust](#) in Albany, Georgia, and [Thunder Valley Regenerative Community Development](#) on the Pine Ridge Reservation in South Dakota can provide direction and inspiration for what a transformed Midtown Campus could become.⁶¹ Ultimately, the process of how to develop the Midtown Campus should be led by low-income people and communities of color who have been most harmed by the city's policies and actions.

Create a development without displacement overlay district

Low-income communities of color in Santa Fe face the twin challenges of displacement from gentrification and rising housing costs and living in severely underinvested neighborhoods. Neighborhoods such as Hopewell/Mann and the Airport Road corridor are where many Latinx renter families live. Yet, for decades the city has underinvested in parks and other infrastructure in these communities. At the same time, rents and housing costs have increased significantly, forcing many to move to areas with underfunded transit services, increasing their families' transportation costs. Neighborhoods with good investments in parks, roads, and infrastructure are high cost and out of reach for most people who are not wealthy. Investments in climate-friendly transportation, such as electric scooters, car charging stations, and improved bike and pedestrian infrastructure, can help improve health and address climate, but can also be a harbinger of gentrification and displacement of low-income residents by wealthier residents and tourists. Overlay districting tied to demographics as opposed to geography solves this displacement by ensuring people who live in these neighborhoods can stay and benefit from improvements.

The city should create DWOD districts that prioritize city resources to neighborhoods that have faced a history of disinvestment while also protecting the people from being displaced. DWOD districts create special boundaries within the city in which special protections and regulations apply. DWOD districts receive priority for city spending and have district boards composed of residents to help direct policies within the districts and inform how resources are spent within the district. These district boards are critical to ensuring that investments and decisions made reflect the needs of the community and to preventing displacement. These boards are different from neighborhood associations because they are official city boards with actual policymaking and recommendation authority.

Unlike traditional overlay districts, DWOD district boundaries are set by demographics and can shift as demographics change. For instance, the boundaries can be established based on where a higher proportion of people live below the median income or are housing cost-burdened, or where tenants experience high rates of evictions. This flexibility allows the city to target the people who need the most support. As populations shift, district boundaries can shift with them, similar to voter districts. Similar types of overlay districts have been proposed in [Los Angeles](#) and [Boston](#), though both efforts have faced delays due to the Covid-19 pandemic.⁶² Following this model allows protections and support to be directed to people who need it the most and avoids long-term unintended consequences as circumstances improve and demographics shift.

4.0

Conclusion

Below: Chainbreaker members conducting outreach.
(Chainbreaker Collective)



As Santa Fe looks ahead to recovery from the Covid-19 pandemic and beyond, policymakers should keep a few key things in mind. First, different communities need different responses. As the first two reports in this series show, some communities face high eviction risks even during this period covered by the emergency order and need targeted responses and resources. Second, real solutions do not simply return us to the pre-pandemic status quo, but instead create a housing future that truly works for all of Santa Fe's diverse households. Communities that were already facing housing instability before the pandemic need not only protections during this public health emergency but also long-term solutions to transform the housing market. Third, to confront the magnitude of the current challenge, the city needs to deploy all of its resources and powers—this includes budgetary decisions, regulatory and executive powers, and leveraging publicly owned lands such as the Midtown Campus for long-term housing solutions and stability. Finally, any successful response and recovery depend on close partnerships with and leadership from community organizations directly connected to the people most impacted. Grassroots organizations can and should serve as trusted connectors to ensure city policies and programs are informed by local residents and to maximize impact in these communities.

5.0

Appendixes: Model Ordinances

Appendix 1: Prohibition of owner retaliation

A. An owner may not retaliate against a resident who is in compliance with the rental agreement by:

1. increasing rent;
2. decreasing services;
3. commencing or threatening to commence an action for possession;
4. refusing to renew a lease or rental agreement; or
5. terminating a lease or rental agreement;

because the resident has within the previous six months engaged in any of the acts described in NMSA 47-8-39(A) (1-7)* or otherwise exercised or attempted to exercise the resident's rights as a tenant under state or federal law.

*Ch. 47, art. 8 NMSA 1978, <https://nmonesource.com/nmos/nmsa/en/item/4408/index.do#!b/a8>, retrieved on 07/27/2021.

Appendix 2: Provision of legal counsel during eviction proceedings

A. Definitions

1. **Covered individual.** A tenant of a rental dwelling unit located in the [jurisdiction], including any tenant in a unit operated by the [local housing authority], who is a respondent in a covered proceeding.
2. **Covered proceeding.** Any proceeding in a magistrate court, metropolitan court, or district court to evict a covered individual, including a proceeding to seek possession for the nonpayment of rent or a holdover.
3. **Designated organization.** A not-for-profit organization or association that has the capacity to provide legal services.

4. **Full legal representation.** Ongoing legal representation provided by a designated organization to an income-eligible individual and all legal advice, advocacy, and assistance associated with such representation. Full legal representation includes, but is not limited to, the filing of a notice of appearance on behalf of the income-eligible individual in a covered proceeding.
5. **Income-eligible individual.** A covered individual whose annual gross household income is not in excess of [income guidelines, if any].
6. **Legal services.** The term "legal services" means brief legal assistance or full legal representation.

B. Provision of Counsel

1. There is hereby established a program to provide access to all covered individuals in covered proceedings in a magistrate court, metropolitan court, and district court.
2. No later than [January 1, 2022]:
 - a. All covered individuals shall receive access to brief legal services no later than their first scheduled appearance in a covered proceeding in housing court, or as soon thereafter as is practicable; and
 - b. All income-eligible individuals shall receive access to full legal representation no later than their first scheduled appearance in a covered proceeding in housing court, or as soon thereafter as is practicable.

Appendix 3: Just cause eviction

- A. No owner shall remove or attempt to remove a resident from any housing accommodation except upon a court order entered in an appropriate proceeding in which the owner has established one of the following grounds as good cause for removal or eviction:
 - a. The resident has failed to pay rent due and owing as described in NMSA 47-8-33(D)*; provided that the rent due and owing is not the result of a rent increase that is unreasonable or imposed for the purpose of circumventing the intent of this section;
 - b. There is material noncompliance with the rental agreement as described in NMSA 47-8-33(B)*;
 - c. The resident has committed a substantial violation as described in NMSA 47-8-33(I)*;
 - d. The resident has unreasonably refused the owner access to the dwelling for the purpose of making necessary repairs or improvements required by law;
 - e. The owner seeks in good faith to convert the dwelling unit to personally occupy the unit as the owners' personal residence.
- B. The provisions of this Section shall apply notwithstanding that the resident has no written lease or that an existing lease or rental agreement has expired or otherwise terminated.
- C. Any agreement by a resident waiving or modifying the resident's rights under this Section shall be void as contrary to public policy.

*Ch. 47, art. 8 NMSA 1978, <https://nmonesource.com/nmos/nmsa/en/item/4408/index.do#!b/a8>, retrieved on 07/27/2021.

Appendix 4: Source of income nondiscrimination

- A. It shall be an unlawful discriminatory practice for any person to refuse to sell, rent, assign, lease, or sublease, or offer for sale, rental, lease, assignment, or sublease any housing accommodation or real property to any person or to refuse to negotiate for the sale, rental, lease, assignment, or sublease of any housing accommodation or real property to any person based on source of income.
- B. "Source of income" means any lawful source of money paid directly, indirectly, or on behalf of a renter or buyer of housing including but not limited to:
 - 1. Income derived from any lawful profession or occupation;
 - 2. Income or rental payments derived from any government or private assistance, grant, or loan program.
- C. The prohibitions in this section against discrimination based on source of income shall not limit the ability of any person to consider the sufficiency or sustainability of income of a renter or buyer, so long as sufficiency or sustainability of income are applied in a commercially reasonable manner and without regard to source of income.
- D. The prohibitions in this section against discrimination based on source of income shall not limit the ability of any housing authority or related agency having oversight over the provision of housing assistance from prohibiting such authority's employees or agents from renting housing to persons who receive such assistance, where such prohibition is intended to prevent conflicts of interest or the appearance of impropriety, nor shall this chapter prohibit such agents and employees from complying with any such prohibition on renting housing to persons receiving such assistance.
- E. The prohibitions in this section against discrimination based on source of income shall not limit the ability of a landlord participating in any government-sponsored rental assistance program, voucher, or certificate system from reserving rental units for tenants who qualify for such governmental program.

6.0

Notes

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City of Santa Fe, New Mexico

Memorandum



DATE: August 10, 2021

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

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police *B (9-10-21)*

FROM: Ben Valdez, Deputy Chief of Police *B Valdez DC 8/10/21*

ITEM AND ISSUE:

Request for the approval of the Agreement between the City of Santa Fe and American Traffic Solutions, Inc, doing business as Verra Mobility, for providing equipment and services for the Santa Fe Traffic Operations Program (STOP). Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

Public safety is the highest priority of the City of Santa Fe Police. It is imperative the City of Santa Fe adopt and employ traffic enforcement policies that emphasize strict enforcement, not only for public safety but also for ensuring the quality of life for our constituents.

Unsafe driving related to speeding continues to be a concern. In response, the Police Department has conducted several Traffic Safety Operations to conduct enforcement and education with unsafe drivers. The challenge with these operations is they are costly and often require personnel to be assigned on an overtime assignment to remain in the area identified to be a location where traffic violations are occurring.

From 2009 to 2013, the City of Santa Fe deployed Mobile Speed Vans (MSV) within the City of Santa Fe for the purpose of deterring and reducing speed complaints and minimizing vehicle crashes as a result of speeding. During the time the program was operational, 33,370 speeding citations were issued. In 2014, the City of Santa Fe chose not to continue with the services of the MSV vendor. On August 30, 2017, Councilors Signe Lindell, Mike Harris, Ronald Trujillo, and Peter Ives endorsed a resolution directing the City of Santa Fe City Manager to restart the STOP Program, Santa Fe Resolution NO. 2017-62.

As a result, the Police Department solicited services through a Request for Proposal, Santa Fe Traffic Operations Program (STOP) RFP No 18/27/P, and identified two potential vendors; Redflex and Verra Mobility Corporation (formally known as American Traffic Solutions). After a thorough evaluation, Verra Mobility Corporation was selected.

Information on the relaunch of the STOP Program was provided by Chief Padilla on September 25, 2019, to the Governing Body during an informational presentation at a City Council Meeting.

On January 29, 2020, Ordinance No. 2020-2 was passed, approved and adopted. The ordinance provided the following:

- a) More than five (5) miles per hour over the speed limit in school or construction zones: one hundred dollars (\$100.00):
- b) More than ten (10) miles per hour over the speed limit in all other locations: fifty dollars (\$50.00).
- c) Removed increased fines for subsequent STOP violations within a two-year period.
- d) The ordinance has a provision to permit the hearing officer to allow individuals issued a violation to complete community service as an alternative to payment of fines.

The initial terms of the contract between the City of Santa Fe and Verra Mobility were agreed upon by Verra Mobility on December 11, 2020. The contract was presented to the Finance Committee and the Quality of Life Committee in January 2021. The Quality of Life Committee tabled the item and asked for clarification on the impact of community service and the fees due to the State of New Mexico. In addition,

The follow up completed is as follows:

1. The Santa Fe Police Department contacted the New Mexico Administrative Office of the Courts to obtain the information concerning the impact of community service and fees due to the State of New Mexico, and were informed the State would not be due any fees if community service was completed in lieu of a payment for a violation.
2. The (4) year contract, with a 12 month term per year.
3. Collection fee for default payments changed to 20% to eliminate any additional expense by City of Santa Fe during the collections process.

The final terms of the contract between the City of Santa Fe and Verra Mobility were agreed upon by Verra Mobility on July 30, 2021, and is now being brought before City leadership for review and consideration.

The STOP Program has been a proven asset for improving roadway safety in our community while it was operational. Furthermore, it is able to operate on the revenue generated through violations paid. The revenue generated from the program is anticipated to be self-sustainable to operate the program. As fees are collected for violations, the program is invoiced for violations issued and fees received. The invoice is paid by the revenue generated through violations. In addition, Verra Mobility will be utilized to collect default payments.

Revenue generated from the fees for violations have to be distributed in a certain manner.

- New Mexico State Law requires 50% of each violation paid to be submitted to the State and the operating agency maintains the remaining 50 % of the paid violation.
- Of the 50% that the STOP Program receives, 40% is paid to the vendor for providing services and the STOP Program retains 10% of the total amount paid for the violation.
- The break down for a \$50 violation is as follows: \$25 to State of New Mexico, \$20 to vendor, and \$5 to the STOP Program.

The revenue generated for the program will be primarily for operating expenses of the program as provided in the agreement. If funding is available beyond the operating expense, it will be utilized to purchase equipment for traffic safety operations. Based on the anticipated revenue generated, small equipment purchases may include hand held and in vehicle speed monitoring devices, JAMAR traffic surveying devices, traffic calming signage, flashlights, reflective traffic safety vests, and in car and body worn camera devices and equipment.

Expenditure Funds

Fund Name/Number: Law Enforcement/Fund 223

Munis Org Name/Number: Police Grants/2230315

Munis Object Name/Number: Professional Contracts/510300

Fund Name/Number: Law Enforcement/Fund 223

Munis Org Name/Number: Police Grants/2230315

Munis Object Name/Number: Operating Supplies/530200

Revenue Fund

Fund Name/Number: Law Enforcement/Fund 223

Munis Org Name/Number: Police Grants/2230315

Munis Object Name/Number: Violations/450900

ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval of the agreement between the City of Santa Fe and American Traffic Solutions, Inc, doing business as Verra Mobility.

Item# _____
Munis Contract# _____

City of Santa Fe Contract
Santa Fe Traffic Operations Program

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and American Traffic Solutions, Inc., doing business as Verra Mobility, a Kansas corporation, herein after referred to as the “Contractor” or “Verra Mobility”.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor shall perform the following work:

- A. Provide as many camera speed devices and/or vehicles as needed capable of monitoring speed violations.
- B. Provide hardware and software to photographically capture violations of the STOP Ordinance.
- C. Provide the City with upgrades to software or hardware at no additional cost.
- D. Establish a relationship with the New Mexico Taxation and Revenue Department, Motor Vehicle Division (MVD) to enable the Contractor to access the MVD records to identify the registered owner of vehicles violating the STOP Ordinance.
- E. Provide a speed verification mechanism that ensures accurate speed measurements, separate from the camera speed devices and/or vehicles.
- F. Provide services for identifying the ownership of the vehicle involved in the violation. Print and mail STOP Fine Notices and Notices of Default to violators of the STOP Ordinance, in a format approved by the City.
- G. Provide at least one photograph of the violation printed on the STOP Fine Notice.
- H. Meet the time limits on the processing of violations (including detection, providing images and video to Police Department for approval, mailing, and processing monies received) as specified in the Ordinance and applicable statute.
- I. Calculate the amount due for a STOP Fine and for applicable late fees (based on the City Ordinance), print that amount on the STOP Fine Notice, and publish the amount due on an Internet-accessible location for the violator to view.

- J. Provide access to the video of the violation, or upon the City's request, and training for the users of the system.
- K. Provide access to a Santa Fe Police Officer(s) to view the video of each violation to gauge whether a violation occurred, prior to the issuance of a STOP Fine Notice.
- L. Provide quality control so that a police officer is required to review only those violations in which the vehicle in violation can be clearly identified by license plate and MVD records.
- M. Facilitate the City's acceptance of payments from violators for amounts due based on STOP Fines and applicable late fees.
- N. Provide a list to the City of all outstanding violator amounts owed to the City on quarterly basis. The City will be responsible for the collection of all outstanding amounts via a third-party collection organization.
- O. Provide access to the video (captured at the time of violation) to the City of Santa Fe Police Department and other City Administrators as well as violators (members of the general public) from any Internet-connected computer upon the issuance of a STOP Fine Notice.
- P. Enable the Police Department, Hearing Officers, and others as designated by the Police Department to log onto the Internet-based system to change the status of a violator's record (e.g. "Hold during pendency of hearing without calculating default"; "Found responsible (at hearing)"; etc.)
- Q. Provide images and full motion video sufficient to allow a minimum of a 75% issuance rate, defined as the percentage of STOP Fines issued out of the total number of violations captured.
- R. Provide auditable results of the number of violations captured and the number of violations that were unusable based on (1) obscured view, paper license plate, ineffective flash, environmental factors, etc., (2) equipment failure, or (3) inability to match license plate to MVD records.
- S. Provide and maintain data collected during Agreement in regards to all STOP Fine Notices and/or violations in accordance with the data retention schedule set forth on Exhibit "B" and understand that all data is official record of the City of Santa Fe.
- T. The City hereby engages the Contractor to provide the services described in Exhibit "A" attached hereto.

2. Compensation

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

Product Description	Fee*
Mobile Speed Camera System – the parties shall mutually agree on the number of units to be deployed. As per EXHIBIT D	Percentage of Each Paid Citation: 40%*
<p>Transportable Speed Camera System – the parties shall mutually agree on the number of units to be deployed.</p> <p>The City is to provide all pedestals to secure the unit. If available, the City agrees to allow Contractor access to existing the City power sources at the nearest locations where such power source may exist.</p> <p>The deployment strategy for this system can range from a one to one relationship between pedestals and unattended units or to install more pedestals than unattended units and to rotate the unattended units between the pedestals.</p>	Percentage of Each Paid Citation: 40%*
Subsequent Notices Mailing Fee – For any additional notices sent by First Class Mail required by the City or required by law, Contractor will charge the City a Subsequent Notices Mailing Fee. (As per EXHIBIT A, Additional Scope of Work, Section 1., 1.2.4)	\$2 per notice
Expert Witness	\$200.00 per hour
The City will reimburse for the actual cost of travel and lodging for the expert witness.	

Service Fees: All service fees per camera system above includes all costs required and associated with a camera system installation for monitoring up to 4 lanes and two signal phases, routine maintenance, and use of Axis System for back-office operations. This includes: camera equipment for monitoring up to 4-lanes and up to two (2) signal phases, installation, maintenance, event processing services, DMV records access, First Class mailing of citations with return envelope, mailing of second notice (as needed), lockbox and e-payment processing services (excluding user convenience fee, which is paid by payor), IVR call center support for general Program questions and public awareness Program support. This pricing applies to all camera systems installed or deployed within the first twelve (12) months of the term of this Agreement. Monthly service fee includes postage for the first class mailing of the 1st and 2nd notices. Any required certified mail is not included and the fee is extra and will be billed per unit as published by the US Postal Service (<http://www.usps.com/prices/extra-services-prices.htm>).

*Fee Per Paid Citation – Limitations. This pricing option shall not apply if: (1) the City elects not to pursue collections on unpaid Violations; (2) the City waives and/or fails to timely process more than ten percent (10%) of valid events forwarded to the law enforcement agency according to the Business Rule; or (3) the City does not institute a registration hold for violators who are liable and do not pay, if permitted by law. If this pricing is deemed not to apply, the fee paid by the City to Contractor shall be \$5,000 per Camera System per month.

Contractor's monthly fee includes postage for the first class mailing of the 1st notice. Certified mail is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per unit service charge.

Other jurisdictions may purchase off this Agreement subject to negotiations and mutual agreement of terms and conditions specific to the other jurisdiction.

2.0 **Optional Collection Services:**

Contractor may initiate collection efforts of delinquent notices upon written request by the City, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Contractor will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Contractor Fees noted above.

Delinquent Collections Services

20% of Recovered Revenue

In the event that the City elects to have Contractor provide collections services, the City shall so notify Contractor in writing. The City agrees that, once Contractor's collections services are elected, the City may not utilize another vendor for these collections services without prior written consent from Contractor through an amendment to this Agreement.

3. Payment Provisions

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

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Agreement to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

4. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City and end one (1) year later. The City reserves the right to renew the contract for a period of three(3) additional years on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in

sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. Termination

- A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
- B. Notice: City Opportunity to Cure.
- 1) Except as otherwise provided in Paragraphs 6.A and 16, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 2) Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 16, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*
- E. Upon termination of this Agreement, including because it has reached the end of its term or as a result of a non-renewal the Agreement, the parties recognize that City will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) The City shall cease using the Axis System to capture Events.
- (ii) Unless it is unlawful to do so, Contractor will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee per Camera System. After such ninety (90) day period, Contractor will terminate all use of the Axis System for the City's Program and upon such termination, the Axis System, including violationinfo.com website, and related lockbox shall no longer be capable of accepting payments.
- (iii) The City shall return or allow the Contractor to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) In the event of termination by Contractor for breach of this Agreement by the City, Contractor shall cease processing Events as of the date of termination.

7. 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 or to agree to the reduced funding.

8. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority. The City hereby grants Contractor the authority to act on its behalf as a limited agent of the City for purposes of (i) facilitating the establishment and maintaining bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules.

9. 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.

10. 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.

11. Non-Collusion

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

12. Inspection of Plant

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

13. Commercial Warranty

Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. Condition of Proposed Items

It is understood that the Camera Systems, component parts and related equipment provided or utilized under this Agreement shall be either new or refurbished as reasonably determined by the Contractor. If refurbished Camera Systems, component parts or related equipment are provided or utilized under this Agreement, the City shall have the right to reject such Camera Systems, component parts or related equipment to the extent that (i) they fail to perform in accordance with the terms of this Agreement or (ii) prior to initial deployment, there is visible damage or wear and tear.

15. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate

state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover payments in excess amounts permitted under this Agreement or illegal payments.

16. Appropriations

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

17. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. Confidentiality

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

19. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice

to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 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.

20. Approval of Contractor Representative(s)

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

21. Scope of Agreement; Merger

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

22. Notice

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

23. Equal Opportunity Compliance

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

24. Indemnification

The Contractor shall indemnify, hold harmless and defend the City and its employees from all losses, damages, claims, judgments, suits, actions, liabilities and costs of any kind, including payments of reasonable attorney's fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever for personal injury or damage to property arising from the acts or omissions of the Contractor (including its employees, agents, officers, or representatives and subcontractors). The Contractor shall not be liable for any injury or damage as a result of any negligent performance under this Agreement, willful misconduct or material breach of this Agreement, act or omission committed by the City, its officers or employees.

25. 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.

26. Applicable Law

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

27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. 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.

30. Inspection

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at destination. Tangible personal property rejected at destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

For the avoidance of doubt, this Agreement is not for the purchase of tangible personal property (goods).

31. Inspection of Services

If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with

the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

32. Insurance

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

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

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

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

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

33. Impracticality of Performance

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

34. 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.

35. 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.

36. Patent, Copyright and Trade Secret Indemnification

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

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase

price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

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

38. Disclosure Regarding Responsibility

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 6 of this Agreement.

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

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material

representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further, the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in total compensation must be reflected in an Amendment executed pursuant to Section 7 of this Agreement.

40. Notification

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

To the City:

Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM 87507

Contact: Benjamin Valdez
Deputy Chief of Police / Administration
Santa Fe Police Department
Phone: 505-955-5040
Email: bpvaldez@santafenm.gov

To the Contractor:

American Traffic Solutions, Inc. dba Verra Mobility
1150 North Alma School Road

Mesa, AZ 85201

Contact: Mark Talbot
Executive Vice President, Government Solutions
Phone: (480) 443-7000
Email: Mark.Talbot@verramobility.com

with a copy to:

Verra Mobility
1150 North Alma School Road
Mesa, AZ 85201
ATTN: Deputy General Counsel, Government Solutions

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
American Traffic Solutions, Inc.
dba Verra Mobility

ALAN WEBBER, MAYOR



Mark Talbot

DATE: _____

Executive Vice President
DATE: 8/13/21
CRS# 03419236000
Registration # 223516

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jul 30, 2021 13:45 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org.Name/Org.#

EXHIBIT A
ADDITIONAL SCOPE OF WORK

DEFINITIONS

As used in **EXHIBITS A through E**, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach”: One (1) direction of travel on a road or a traffic intersection, including up to four (4) contiguous lanes controlled by up to two (2) signal phases.

“Axisis” or **“Axisis System”**: The proprietary back-end system that processes violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts

“Business Hours”: Eight (8) hours per day, Monday through Friday, excluding weekends and City holidays.

“Business Rules”: The Business Rules Questionnaire to be completed by the City and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

“Camera System” or **“Camera”**: A Mobile Speed Camera System or Transportable Camera System.

“Citation”: A citation or notice of violation or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in Axisis.

“Designated Safety Zone”: A designated safety zone in which a Camera System may be installed or deployed.

“Event”: A potential Violation captured by the Camera System.

“Fees”: The amount payable by the City to Verra Mobility for equipment, services, and maintenance as set forth in **Section 2. Compensation** of the Agreement.

“Mobile Speed Camera System”: A Camera System, which is capable of capturing speed Violations, installed in a Verra Mobility-provided, or otherwise Verra Mobility approved, vehicle.

“Notice to Proceed”: Written confirmation from the City that Verra Mobility may proceed with the installation or delivery of a given Camera System, a form of which is attached as **EXHIBIT D & E**.

“Owner”: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

“Paid Citation”: A situation where the Person cited has paid any portion of the fine and applicable court costs associated with the particular Citation.

“Person” or **“Persons”**: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Project Time Line”: The initial schedule and timelines required to begin the implementation of the City’s project, as mutually agreed upon by the Parties.

“System”: A Camera System and the related infrastructure.

“Transportable Camera System”: A photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle, which is capable of capturing speed Violations and capable of being moved from a Designated Safety Zone to another.

“Violation”: A failure to obey an applicable traffic law or regulation for operating a motor vehicle in excess of the posted speed limit.

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the Axis System and related services to the City as outlined in this Agreement, excluding those items identified in Section 2 titled “City Scope of Work”. Verra Mobility and the City understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper Party the responsibility and cost for such items.
- 1.1.2 The City and Verra Mobility will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the Parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Verra Mobility will conduct a Site Selection Analysis of Transportable Camera System candidate sites and will assist the City in determining which Approaches will be the most beneficial to the City in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering feasibility assessment. Transportable

Camera System deployments will be based on mutual agreement by the City and Verra Mobility.

- 1.1.4 Verra Mobility will install or deploy Transportable Camera System(s) or Mobile Camera Systems, as applicable, at a number of intersections or Designated Safety Zones to be mutually agreed upon between Verra Mobility and the City after completion of Site Selection Analysis, where applicable, and reflected in a written Notice to Proceed. In addition to any initial Designated Intersections the Parties may mutually agree to add additional Camera System(s) or Approaches, which shall be reflected in a written Notice to Proceed.
- 1.1.5 Verra Mobility's Communications Department will assist the City with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy.
- 1.1.6 Verra Mobility agrees to provide a secure website (www.violationinfo.com) accessible to Owners who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, a space will be provided for a Frequently Asked Questions (F.A.Q.) page approved by the City. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.7 Verra Mobility will provide technician site visits to each Transportable Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. Verra Mobility shall maintain the Mobile Speed Camera Systems.
- 1.1.8 Verra Mobility shall take reasonable commercially best efforts to repair a non-functional Mobile Speed Camera Systems and Transportable Camera Systems within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction, except for causes of Force Majeure.
- 1.1.9 If the City is using Verra Mobility facilitated lockbox or e-payment services, City shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.6 below.
- 1.1.10 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of \$5.00 or up to 5% of the total payment, for each electronic payment processed, whichever is higher. The violator (or other payor) pays such fee when the violator (or other payor) uses an electronic payment channel.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the City's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide the City with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed or deployed Camera System. The City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days the City shall be responsible for the normal monthly Service Fee.
- 1.2.3 Verra Mobility shall provide the City with access to the Axis System, including image processing, first, second, and final notice printing and mailing per Violation, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. In the case of a transfer of liability by the Owner, the Axis System shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or by a rental car company.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by First Class or other mail means for additional compensation to Verra Mobility as agreed upon by the Parties.
- 1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the City's Business Rules.
- 1.2.6 Verra Mobility shall seek records from out-of-state vehicle registration databases and use such records to assist the City in processing Citations. In its capacity as limited agent and pursuant to the DMV Services Subscriber Authorization found in **EXHIBIT C**, Verra Mobility may seek records from out-of-state vehicle registration databases. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.
- 1.2.7 The Axis System shall provide the City with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to the City, Verra Mobility reserves the right to modify the suite of standard program reporting available to the City, so long as such change applies generally to cities with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.
- 1.2.8 During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from the City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide the City with or

train a local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the Axis System until judicial notice is taken. The City shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, the City shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

- 1.2.9 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and the City shall bear the cost of repair equally with the City reimbursing Verra Mobility for its portion of the cost of repair.
- 1.2.10 Verra Mobility shall provide a help-line to assist the City with resolving any problems encountered regarding its Camera System and/or the Axis System. The help-line shall function during Business Hours.
- 1.2.11 As part of the Axis System, a website will be made available to allow alleged violators the ability to view their Citations online. This online viewing system shall include a link to the Verra Mobility payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the court, may be directed to and processed by Verra Mobility processors and communicated to the court via the Axis transfer described above.
- 1.2.12 Verra Mobility shall make available to the City the Enhanced Video Services as described in Subsection 2.1.13.
- 1.2.13 Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Axis System provided for use by the City under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants the City a non-exclusive, non-transferable license to use the Axis System. Verra Mobility shall retain the right to use to all meta-data, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the program data.

2. CITY SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1 The City shall provide the proper staffing and shall be responsible for all compensation and benefits of the Authorized Officers.

- 2.1.2 Within seven (7) business days of the Effective Date of this Agreement, the City shall provide Verra Mobility with the name, title, mailing address, email address and phone number of:
- a. A project manager with authority to coordinate the City responsibilities under this Agreement;
 - b. Municipal Court manager responsible for oversight of all Court-related program requirements;
 - c. The police contact;
 - d. The court contact;
 - e. The person responsible for overseeing payments by violators (might be court);
 - f. The Prosecuting Attorney;
 - g. The City Attorney;
 - h. The finance contact (who receives the invoices and will be in charge of reconciliation);
 - i. The IT person for the law enforcement agency;
 - j. The IT person for the courts;
 - k. The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - l. Municipal Court manager responsible for oversight of all Court-related program requirements.
- 2.1.3 The City and Verra Mobility shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the Parties. The City shall make every effort to adhere to the Project Time Line.
- 2.1.4 Verra Mobility to provide the City with a mock-up of the Citation within fifteen (15) days of the Effective Date of this Agreement. The City shall provide a revised draft of the Citation in accordance with the City's local law and state law within fifteen (15) days of receipt of the mock-ups from Verra Mobility.
- 2.1.5 City shall designate a City account for deposit / settlement of funds paid by violators. Within seven (7) business days of receipt by City, City shall provide Verra Mobility completed banking forms, which may include among others a participation agreement and submerchant agreement with the payment processor as well as a bank verification letter prepared by the City's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.
- 2.1.6 The City shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT C**) to provide verification to the National Law Enforcement Telecommunications System (NLETS), State Department of Motor Vehicles, or appropriate authority indicating that Verra Mobility is acting on behalf of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721,

Section (b)(1) and as may otherwise be provided or required by any provision of applicable state law.

- 2.1.7 The City shall prepare the Business Rules for implementation and operation of the Program.
- 2.1.8 The City is responsible for all final jurisdictional issues.
- 2.1.9 Once a Notice to Proceed is granted to Verra Mobility in writing, the City shall not issue a stop work order to suspend activity on the implementation process, unless the City reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.10 Once a Mobile Speed Camera System or Transportable Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service.
- 2.1.11 The City shall not use the Camera Systems or Axisis for any purpose not permitted by law.
- 2.1.12 In the event that remote access to the Axisis System is blocked by the City network security infrastructure, the City's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

2.1.13 Enhanced Video Services

2.1.13.1 Verra Mobility shall provide video enhancements that permit the City to perform remote video retrieval, live video viewing, and live video streaming from each Transportable Camera System ("Enhanced Video Services"). The City shall be responsible for and pay for data storage costs or other usage-based costs, except for the costs associated with communication (bandwidth), video data retrieval, and streaming.

2.1.13.2 Notwithstanding Section 1(S) of the Agreement and **EXHIBIT B**, the City expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. The City acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by law for said video file. The City agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the City prior to the termination of the Agreement and the City shall serve as the records custodian for any said public records created. The City agrees to assume responsibility to respond to, and if appropriate defend, at its

sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than the City.

2.1.13.3 The City will comply with all federal, state, and local laws, ordinances, regulations and orders (collectively, "Laws") with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

2.1.13.4 The City agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for the City download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes. If additional footage is required, additional requests may be made by the City; and (iv) to avoid unintended data usage charges, streaming video is limited to 10-minute sessions. After 10 minutes, users will be prompted to reconnect.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.2.1 After the initial deployment of a Transportable Speed Camera System, the Transportable Speed Camera System may only be relocated at the mutual agreement of the parties.

2.2.2 Prior to the installation or deployment of any Transportable Camera System, the City shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for System installation/deployment. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the removal of a System or otherwise impact an Approach during the term of this Agreement, the City shall notify Verra Mobility of any such construction.

2.2.3 If camera warning signs required by law for purposes of operating the Program, the City will design, fabricate, install and maintain such signs.

2.2.4 The City shall not require Verra Mobility to provide installation drawings stamped by a licensed civil engineer. However, to the extent applicable, Verra Mobility work product and drawings shall be overseen and approved by a licensed professional

engineer and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.

3.1 COURTS OPERATIONS

- 3.1.1 The City shall provide a hearing officer and facilities to schedule and hear disputed Citations.
- 3.1.2 The City shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. The City may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.
- 3.1.3 Verra Mobility shall provide one (1) online adjudication processing module, which will enable the adjudication function to review cases, related images, and other related information required to adjudicate the disputed Violation.

EXHIBIT B
RETENTION SCHEDULE

Type of Record	Minimum Verra Mobility Retention Period
Violation Images (including video clips and related metadata)*	36 months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	30 days from Event capture date
Individually Identifiable Violation Records*	36 months from payment or final adjudication
Individually Identifiable Non-Violation Records**	30 days from Event capture date
Audio recording from contact center	90 days from call
Annual Camera System Calibration/Certification Records	1 year post termination of the Agreement
Maintenance Records	1 year post termination of the Agreement
Other Program Records	1 year post termination of the Agreement

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event, excluding Violation Images.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event, excluding Violation Records.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into Axis.

Historical continuous video is stored at the Camera site for a time period of 30 days, after which time the video is overwritten.

EXHIBIT C

DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: _____

DATE

NLETS

1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director

Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between _____ and American Traffic Solutions, Inc. is or will be entered into and will be or is in force. As a requirement of and in performance of that Agreement between _____ and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access NLETS motor vehicle data.

Please accept this letter as authorization from _____ for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our Agreement with NLETS and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between _____ and American Traffic Solutions, Inc., and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the _____ and have the authority to empower American Traffic Solutions, Inc. to use ORI _____ for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name

NLETS Agency ORI

Name/Title of Authorized Representative

Mailing Address

Telephone

Fax

Email

**Signature of Authorized
Representative**

Date Signed

EXHIBIT D

FORM OF NOTICE TO PROCEED FOR MOBILE AND TRANSPORTABLE UNITS

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and Santa Fe, New Mexico (the “City”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

The City hereby designates this [first] phase implementation of cameras at designated intersections. Verra Mobility shall make its best efforts to install a Transportable Speed Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that the City has received permission for all implementations in writing from any third-party sources.

Below is a list of intersection approaches provided by the City, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

Execution of this Notice to Proceed by the City shall serve as authorization for the installation or deployment of Transportable Speed Camera Systems for all intersections designated as follows:

- 1) _____
- 2) _____

Execution of this Notice to Proceed by the City shall serve as authorization for the deployment of up to ____ Mobile Speed Camera Systems, which may initially be deployed at the intersections designated as follows:

- 1) _____
- 2) _____

The City understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

[Remainder of Page Intentionally Left Blank]

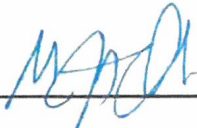
IN WITNESS WHEREOF, the City has executed this Notice to Proceed as of the date written below.

SANTA FE, NEW MEXICO

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By:  _____ Date 8/13/21
Executive Vice President,
Government Solutions



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: American Traffic Solutions dba Verra Mobility

Procurement Title: Santa Fe Traffic Operations Program (STOP) / Traffic Safety Camera Devices

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 Santa Fe Police Staff Name Ben Valdez, Deputy Chief of Police

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Ben Valdez Deputy Chief of Police 8/10/2021

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

Fran Downey Chief Procurement Officer Aug 17, 2021

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

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



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202475

Contractor: American Traffic Solutions dba Verra Mobility

Description: Contract for providing services and equipment for the Santa Fe Traffic Operations Program (STOP) / Traffic Safety Camera Devices.

Contract Agreement Lease / Rent Amendment

Term Start Date: Upon approval Term End Date: 4 years after approval

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)

3. Procurement History: New Contract

Frank Dearyway
Frank Dearyway (Aug 17, 2021 16:41 MDT)

Aug 17, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: RFP issued from FY 19- Vendor agreed to honor the original proposal & legal. final award

4. Funding Source: _____ Org / Object: Refer to FIR(Multiple)

Andy Hopkins
Andy Hopkins (Aug 17, 2021 14:51 MDT)

Aug 17, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Ben Valdez, Deputy Chief Phone # 505-955-5010

Email: bpvaldez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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. AMERICAN TRAFFIC SOLUTIONS, INC	
2 Business name/disregarded entity name, if different from above DBA VERRA MOBILITY	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1150 N. ALMA SCHOOL RD	Requester's name and address (optional)
6 City, state, and ZIP code MESA, AZ 85201	
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 <i>How to get a TIN</i> , later.																																																	
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																	
	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th colspan="9" style="text-align: left;">Social security number</th> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="2"></td> </tr> </table> <p style="text-align: center;">or</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th colspan="9" style="text-align: left;">Employer identification number</th> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">8</td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> <td style="width: 25px; height: 25px; text-align: center;">3</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> </tr> </table>	Social security number																					-				-			Employer identification number									4	8		-	1	1	1	4	9	3	1
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Employer identification number																																																	
4	8		-	1	1	1	4	9	3	1																																							

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 ▶	Date ▶ 8/16/2021
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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-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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/16/2020

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

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 Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Verra Mobility Corporation f/k/a ATS Consolidated, Inc. 1150 N. Alma School Rd. Mesa AZ 85201 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Cas Co of America	25674
	INSURER B: The Travelers Indemnity Co of America	25666
	INSURER C: The Standard Fire Ins Co	19070
	INSURER D: Indian Harbor Insurance Company	36940
	INSURER E:	
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570084600958 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			H6309K456809TIA20	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N66741A-20-I3-G	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP0L21652820I3 SIR applies per policy terms & conditions	07/01/2020	07/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9K55644020I3G	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Cyber Liability			MTP903976201 Claims Made SIR applies per policy terms & conditions	10/17/2020	10/17/2021	Each Claim Aggregate \$2,000,000 SIR \$500,000

Certificate No : 570084600958

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. See attached for addendum Named Insured schedule.

CERTIFICATE HOLDER City of Santa Fe Police Department 2515 Camino Entrada Santa Fe NM 87507 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 <i>Aon Risk Insurance Services West, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Verra Mobility Corporation	
POLICY NUMBER See Certificate Number: 570084600958			
CARRIER See Certificate Number: 570084600958	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Workers Comp Underwriter Breakdown

- The Standard Fire Insurance (ASF)
State - AZ
- Travelers Property Casualty Company of America (TIL)
States - CA , FL, ID, OH, TX, WA,
- The Travelers Indemnity Company of America (TIA)
States - CO, IL,
- Travelers Casualty And Surety Company (ACR)
States - DC, ME
- The Phoenix Insurance Company (PHX)
States - GA, MA, NH, NY, TN,
- The Travelers Indemnity Company of Connecticut (CT)
States - IA, MI, NJ, PR, VA,
- Travelers Casualty Insurance Company of America (ACJ)
States - KY
- Farmington Casualty Company (AFC)
States - ME
- The Travelers Indemnity Company (IND)
States - MO, PA,
- The Charter Oak Fire Insurance Company (COF)
States - NC, OK, OR, RI,



AGENCY CUSTOMER ID: 570000072487

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Verra Mobility Corporation	
POLICY NUMBER See Certificate Number: 570084600958			
CARRIER See Certificate Number: 570084600958	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds Schedule

Verra Mobility Corporation
 Verra Mobility Holdings, LLC
 Greenlight Holding Corporation
 Greenlight Intermediate Holding Corporation
 Greenlight Acquisition Corporation
 VM Consolidated, Inc.
 (f/k/a Verra Mobility Corp f/k/a ATS Consolidated, Inc.)
 Verra Mobility Corporation f/k/a ATS Consolidated, Inc.
 American Traffic Solutions, Inc.
 Mulvihill ICS, Inc.
 Mulvihill Electrical Enterprises, Inc.
 Lasercraft, Inc.
 American Traffic Solutions Consolidated, LLC
 ATS Processing Services, LLC
 Platepass, LLC
 ATS Tolling, LLC
 Sunshine State Tag Agency, LLC
 (Formerly Sunshine Acquisition I, LLC)
 Auto Tag of America, LLC
 Auto Titles of America, LLC
 American Traffic Solutions, LLC
 Highway Toll Administration, LLC (HTA)
 Canadian Highway Toll Administration Ltd
 Toll Buddy, LLC
 Violation Management Solutions, LLC
 Euro Parking Collection plc (UK)*
 Contractum Limited (UK)*
 EPC Hungary Kft (Hungary)*
 EPC Finance Limited (UK)*
 Verra Mobility B.V. (Netherlands)*
 Verra Mobility France SAS (France)*
 Pagatelia, S.L.*
 Verra Mobility Ireland Limited*

*coverage applies to subsidiaries to the extent of the policy terms and conditions



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

BUSINESS REGISTRATION

Business Name: AMERICAN TRAFFIC SOLUTIONS,
INC.
DBA: VERRA MOBILITY

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: PATRICIA CHIDO

License Number: 223516

Issued Date: December 11, 2020

Expiration Date: December 11, 2021

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

AMERICAN TRAFFIC SOLUTIONS, INC.
1150 N ALMA SCHOOL RD
MESA, AZ 85201

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

FIR No. _____

City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. **General Information**

(Check) Bill: _____ Resolution: 2017-62

(A single FIR may be used for related bills and/or resolutions)

Short Title(s): A RESOLUTION DIRECTING THE CITY MANAGER TO RESTART THE SANTA FE TRAFFIC OPERATIONS PROGRAM (STOP)

PERMITTED BY SECTION 24-4 SFC 1987

Sponsor(s): Councilor Lindell, Councilor Harris, Councilor Trujillo and Councilor Ives.

Reviewing Department(s): Police Department

Persons Completing FIR: Deputy Chief Ben Valdez Date: 12/15/2020 Phone: _____

Reviewed by City Attorney: _____ Date: _____
(Signature)

Reviewed by Finance Director: _____ Date: _____
(Signature)

Section B. **Summary**

Briefly explain the purpose and major provisions of the bill/resolution:

In Resolution 2017-62 the Governing Body found that a high fatality and serious injury rate resulted, in part, from speed limit violations. There were 7 fatal car crashes in 2014 and 2015, and 12 fatal car crashes in 2016.

The goal of the STOP Program is to increase driver awareness and attitude toward speedings, and help them understand the purpose of obeying the speed limit is roadway safety.

The welfare of the community is the mandate of SFPD and restarting the STOP program will ensure the City is addressing residents' safety concerns.

Section C. **Fiscal Impact**

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

- a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- b. Indicate: "A" if current budget and level of staffing will absorb the costs
 "N" if new, additional, or increased budget or staffing will be required
- c. Indicate: "R" – if recurring annual costs
 "NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
- e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director: _____

_____ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
Expenditure Classification	FY ²¹	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY ²²	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	Fund Affected	2230315

Personnel*	\$ _____	A	R	\$ _____	A	R		
Fringe**	\$ _____	A	R	\$ _____	A	R		
Capital Outlay	\$ _____			\$ _____				
Land/ Building	\$ _____			\$ _____				
Professional Services	\$ _____	N	R	\$ _____	N	R		510300
All Other Operating Costs	\$ _____	N	R	\$ _____	N	R		530200
Total:	\$ _____			\$ _____				

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

- a. To indicate new revenues and/or
- b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
Type of Revenue	FY ²¹	"R" Costs Recurring or "NR" Non-recurring	FY ²²	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected	2230315

VIOLATION	\$ _____	R	\$ _____	R		450900
	\$ _____		\$ _____			
	\$ _____		\$ _____			
Total:	\$ _____		\$ _____			

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The program is intended to be self-sufficient, but Expenditures/ Revenue will be dependent on the amount of violation notices issued. An update on the expenditures/revenue is provided per City Ordinance in regular intervals.

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None identified. The authorization for this program is contained in Section 24-4 SFCC 1987.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

The Santa Fe Police Department will be unable to restart the Santa Fe Traffic Operations Program (STOP) in the City.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None Identified.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

When the program was operational between 2008-2013, STOP was credited with encouraging safety and speed awareness. Camera Speed Devices (CSDs) were frequently deployed in school zones and on City roadways experiencing a significant number of crashes and speeding complaints. Some negative concerns from the public were CSDs were only used to generate revenue, but due to contractual obligations the majority of the revenue went towards administering the program. Traffic safety is not only the responsibility of the Police, but also the community who also have a vested interest in safety. The program's purpose is to promote safety on our streets by focusing on areas of concern where speeding and crashes are occurring.

Form adopted: 01/12/05; revised 8/24/05; revised 4/17/08

Base Fine Fee of \$100*		2009	2010	2011	2012	2013
Actual Revenue						
Revenue-Calendar Year	\$ 246,400.00	\$ 527,200.00	\$ 818,700.00	\$ 941,800.00	\$ 680,600.00	\$ 81,300.00
State of New Mexico Portion	\$ 73,000.00	\$ 70,400.00	\$ 166,500.00	\$ 166,300.00	\$ 81,300.00	

**Data on subsequent offenses where fine was graduated were not readily available*

Potential Revenue if all Fine Fees were \$50		2009	2010	2011	2012	2013
Potential Revenue						
Total Revenue-Calendar Year	\$ 123,200.00	\$ 263,600.00	\$ 409,350.00	\$ 470,900.00	\$ 340,300.00	\$ 340,300.00
Devices deployed**	1	1	2	2	3	

Distribution Base Factor		2009	2010	2011	2012	2013
State of New Mexico Portion	\$ 61,600.00	\$ 131,800.00	\$ 204,675.00	\$ 235,450.00	\$ 170,150.00	
Vendor Portion	\$ 49,280.00	\$ 105,440.00	\$ 163,740.00	\$ 188,360.00	\$ 136,120.00	
STOP Program Revenue	\$ 12,320.00	\$ 26,360.00	\$ 40,935.00	\$ 47,090.00	\$ 34,030.00	

Distribution with Factor of 6 Devices		2009	2010	2011	2012	2013
Total Revenue- Fiscal Year	\$ 739,200.00	\$ 1,581,600.00	\$ 1,228,050.00	\$ 1,412,700.00	\$ 680,600.00	
State of New Mexico Portion	\$ 369,600.00	\$ 790,800.00	\$ 614,025.00	\$ 706,350.00	\$ 340,300.00	
Vendor Portion	\$ 295,680.00	\$ 632,640.00	\$ 491,220.00	\$ 565,080.00	\$ 272,240.00	
STOP Program Revenue	\$ 73,920.00	\$ 158,160.00	\$ 122,805.00	\$ 141,270.00	\$ 68,060.00	

****We will be deploying 6 devices upon roll out of program**

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2017-62

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Mike Harris

Councilor Ronald S. Trujillo

Councilor Peter N. Ives

A RESOLUTION

DIRECTING THE CITY MANAGER TO RESTART THE SANTA FE TRAFFIC OPERATIONS PROGRAM (STOP) PERMITTED BY SECTION 24-4 SFCC 1987.

WHEREAS, in 2008, the governing body authorized the implementation of the Santa Fe Traffic Operations Program (STOP) to deter vehicle drivers who exceeded the posted speed limit; and

WHEREAS, that governing body found that the high fatality and serious injury rate resulted, in part, from speed limit violations; and

WHEREAS, the STOP program was in effect between 2008 and 2013, at which point it was terminated by the governing body, though the authorizing ordinance remains as Section 24-4 SFCC 1987; and

WHEREAS, the purpose of the STOP program is to promote safety on our streets by targeting areas shown to be areas of concern, or are subject to reports of speeding and high traffic incidents; and

WHEREAS, the program allows officers the ability to be utilized in other crimes around

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2017-62

INTRODUCED BY:

A RESOLUTION

DIRECTING THE CITY MANAGER TO RESTART THE SANTA FE TRAFFIC OPERATIONS PROGRAM (STOP) PERMITTED BY SECTION 24-4 SFCC 1987.

WHEREAS, in 2008, the governing body authorized the implementation of the Santa Fe Traffic Operations Program (STOP) to deter vehicle drivers who exceeded the posted speed limit; and

WHEREAS, that governing body found that the high fatality and serious injury rate resulted, in part, from speed limit violations; and

WHEREAS, the STOP program was in effect between 2008 and 2013, at which point it was terminated by the governing body, though the authorizing ordinance remains as Section 24-4 SFCC 1987; and

WHEREAS, the purpose of the STOP program is to promote safety on our streets by targeting areas shown to be areas of concern, or are subject to reports of speeding and high traffic incidents; and

WHEREAS, the program allows officers the ability to be utilized in other crimes around

1 the city, including burglaries, crashes, fatalities, and other incidents that might otherwise suffer a
2 delayed response time; and

3 **WHEREAS**, the camera speed device (CSD) that autonomously monitors vehicle speed
4 can continually issue citations, whereas an officer requires 15-20 minutes to issue a single
5 citation; and

6 **WHEREAS**, CSDs were frequently deployed in school zones at the request of Santa Fe
7 Public Schools to monitor vehicle speed through active school zones in an effort to safeguard
8 schoolchildren; and

9 **WHEREAS**, the goal of the STOP program is to increase driver awareness and attitude
10 towards speeding, and help them understand how they can keep themselves and other people safe
11 by obeying the posted speed limit; and

12 **WHEREAS**, certain legal and technical restrictions limit the location that the CSDs can
13 be placed, including that it must be a city-owned street, and have a minimum of 150 feet of
14 straight roadway; and

15 **WHEREAS**, in 2014 2569 crashes were reported, in 2015 2704 crashes were reported,
16 and in 2016, 3004 crashes were reported, showing a linear uptick in vehicle crashes since the
17 STOP program was terminated in 2013; and

18 **WHEREAS**, police responded to 7 fatal and great bodily harm crashes in 2014 and 2015,
19 and 12 in 2016; and

20 **WHEREAS**, police have seen a 42% increase in traffic complaints and requests for
21 monitoring between 2014 and 2016; and

22 **WHEREAS**, STOP proved to be a beneficial program for residents of the city of Santa
23 Fe by promoting safety and speed awareness to drivers, thus preventing fatal accidents that
24 devastate our community; and

25 **WHEREAS**, in addition to speed violations, CSDs have provided useful data in

1 identifying locations of unusual activity, determining what type of enforcement is needed in
2 specific locations, and have captured criminal activity suspects as they speed away from the scene
3 of an incident; and

4 **WHEREAS**, revenue generated from the program supports the salary and benefits of
5 those operating the program, as well as new and/or specialized equipment that permits officers to
6 improve enforcement efforts and provide better services to the community; and

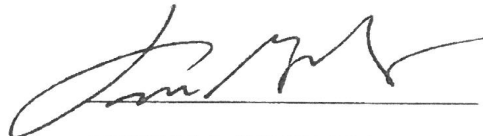
7 **WHEREAS**, when in effect, the STOP program altered the way people drive in the
8 community because the CSDs serve as a deterrent to reckless driving; and

9 **WHEREAS**, the welfare of the community is the mandate of the Santa Fe Police
10 Department, and restarting the STOP program will ensure that the city is addressing residents'
11 safety concerns.

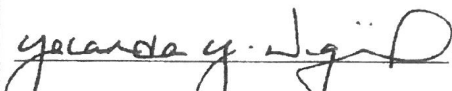
12 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
13 **CITY OF SANTA FE** that the city manager is directed to start anew the Santa Fe Traffic
14 Operations Program (STOP) as authorized by Section 24-4 SFCC 1987.

15 PASSED, APPROVED AND ADOPTED this 30th day of August, 2017.

16
17
18 ATTEST:



JAVIER M. GONZALES, MAYOR

19
20 
21 YOLANDA Y. VIGIL, CITY CLERK

22 APPROVED AS TO FORM:

23 
24 KELLEY A. BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2017/2017-62 STOP Restart

1 CITY OF SANTA FE, NEW MEXICO

2 ORDINANCE NO. 2020-2

3
4
5 AN ORDINANCE

6 RELATING TO THE STOP PROGRAM; AMENDING SUBSECTION 24-4.5(H) TO
7 REMOVE INCREASED FINES FOR SUBSEQUENT STOP VIOLATIONS WITHIN A
8 TWO-YEAR PERIOD.

9
10 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

11 Section 1. Subsection 24-4.5(H) of SFCC 1987 (being Ord. #2008-47 § 6, as
12 amended) is amended to read:

13 11. *Fine.* Except as set forth in paragraph (2) below, the following fines are
14 prescribed for all violations including those imposed by the hearing officer. Nothing in this
15 section shall prohibit the department from entering into pre-hearing settlement agreements
16 with respondents.

17 (1) For each violation, the fines for speeding are as follows:

18 (a) More than five (5) miles per hour over the speed limit in
19 school or construction zones: one hundred dollars (\$100.00);

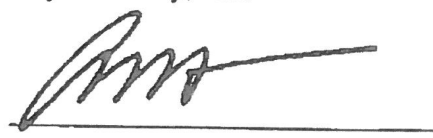
20 (b) More than ten (10) miles per hour over the speed limit in all
21 other locations: fifty dollars (\$50.00).

22 (2) The hearing officer may allow service to the city as an alternative to
23 payment of fines. A violator who elects to avail themselves of the option of service to
24 the city in lieu of payment of a fine does so voluntarily and is entitled to none of the
25 benefits conferred upon city employees, including, without limitation, workers

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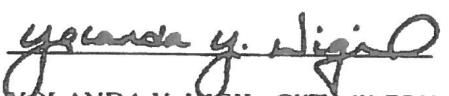
compensation. The city is not responsible for damages incurred except as otherwise provided by law. The person seeking relief hereunder shall timely request the option of service to the city in lieu of payment of a fine by requesting a hearing before a hearing office to demonstrate that the person is eligible for the option and is not in default on payment of other fines, fees, or liens levied by the city of Santa Fe. Respondents ordered to perform community service in lieu of payment of a fine shall complete such community service within thirty (30) days from the date of hearing. Passing a background check is required to qualify as a volunteer under this paragraph. The services shall be performed for approved organizations or city departments. Services shall be rendered in not less than full hour increments and shall be credited against the fine payable at a rate consistent with the city of Santa Fe Living Wage Ordinance, Section 28-1.5(B) SFCC 1987. The city manager or designee shall establish procedures for administering this paragraph including, but not limited to, the nature of services that may be performed.

PASSED, APPROVED, and ADOPTED this 29th day of January, 2020



ALAN WEBBER, MAYOR

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


ERIN K. McSHERRY CITY ATTORNEY

Bill No. 2019-34

Legislation/2020/Ordinances/2020-2 STOP Amendment

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM.

24-4.1 - Short title.

Section 24-4 SFCC 1987 shall be referred to as the Santa Fe Traffic Operations Program or "STOP" and may sometimes be referred to as "this section."

(Ord. #2008-47, § 2)

24-4.2 - Findings and intent.

- A. The governing body finds that there is a significant risk to the health and safety of the community from drivers who exceed the posted speed limits.
- B. The governing body finds that some drivers in Santa Fe repeatedly violate posted speed limits. The governing body finds that state law against speeding is inadequate to preserve public safety in Santa Fe. The governing body finds that photographic and electronic devices that measure speed are accurate and reliable. The governing body finds that implementation of enforcement of speed limits by means of photographic and electronic equipment will abate the nuisance of speeding.
- C. The governing body declares that a vehicle used to violate this section is the instrumentality of a nuisance and shall be abated in the city.
- D. The governing body declares that this section is a nuisance abatement section enacted pursuant to the city's inherent authority under state law and that the remedies are purely civil and not criminal in nature.

(Ord. #2008-47, § 3; Ord. # [2017-17](#), § 1)

24-4.3 - Definitions.

For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Authorized emergency vehicle means the same as defined under NMSA 1978 66-1-4.1(E) (2001) as amended from time to time and, without limitation on the foregoing, shall mean any fire department vehicle, police vehicle, ambulance and any emergency vehicles of municipal departments or public utilities that are designated or authorized as emergency vehicles by the director of the New Mexico State Police Division of the Department of Public Safety or chief of police of the Santa Fe police department.

Camera, speed device or "CSD" means the instrument that detects a violation of this section. The definition includes but is not limited to electronic speed detection equipment reasonably relied upon by police officers.

City means the city of Santa Fe.

City clerk means the city clerk of the city of Santa Fe.

City manager means the city manager of the city of Santa Fe.

Contractor means a person or entity that enters a contract with the city to provide the city with photographic or electronic evidence of a violation through a CSD.

Default means the failure to pay a STOP fine or to timely pay a fine pursuant to a decision of a hearing officer under this section.

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

Delivery or delivered means the mailing of a STOP fine notification to a registered owner or nominee or personal service of a STOP fine notification or hearing officer decision on a registered owner or nominee.

Department means the police agency that employs the police officer who issued a STOP fine notification or caused a STOP fine notification to be issued.

Department of motor vehicles or *DMV* means the motor vehicle division of the taxation and revenue department of the state of New Mexico or its successor agencies.

Driver means the person operating a motor vehicle at the time of a violation.

Effective date means the date a STOP fine notification is mailed to the recipient by the contractor as indicated on the face of the STOP fine notification.

Finance department means the city department established as per Section 2-8 SFCC 1987.

Hearing officer means the city hearing officer, as appointed by the presiding judge of the civil division of the district court. The hearing officer shall be a licensed member of the New Mexico Bar.

Identify means to submit all information on a driver sufficient to allow the city to locate and notify the driver in lieu of the registered owner including but not limited to the name and address of the driver.

Nomination means identification of the actual driver of a car by the registered owner as the responsible party for a violation.

Nominee means the person or entity identified by the registered owner as the driver or responsible party.

Notice of default means a document delivered to the registered owner and stating that the registered owner is in default.

Nuisance means the act of operating a vehicle in violation of this section.

Owner's affidavit means a written statement signed under oath and submitted to the city or the city's contractor under penalty of perjury by the registered owner of a vehicle who asserts therein that the registered owner was not driving a vehicle at the time of a violation.

Police officer means a sworn member of the Santa Fe city police department, the Santa Fe county sheriff's office, the New Mexico state police, or any other public official with authority to stop a vehicle for a traffic violation in the city of Santa Fe.

Public safety aide means a public safety aide of the Santa Fe city police department.

Registered owner means the owner or owners of a vehicle according to the license plate number or information obtained from the department of motor vehicles, from similar motor vehicle agencies outside New Mexico, from information obtained from the Santa Fe municipal court, from the Santa Fe county magistrate court, from department records, from a CSD or from any other documentation or methods reasonably relied upon by police officers. The singular includes the plural.

Respondent means an accused violator who has received a STOP fine notification and requested a hearing.

School zone means a posted "safety zone" as that term is defined under NMSA 1978 66-1-4.16 (2001) as amended from time to time.

Stop fine notification means a written document mailed to the address of the registered owner or nominee stating that a violation has occurred and payment is due.

Violation means a violation of this section.

(Ord. #2008-47, § 4; Ord. #2009-28, § 1; Ord. # [2017-17](#), § 2)

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

24-4.4 - Violation.

Any violation of Section 12-5-6 or Section 12-6-1.2 of the city of Santa Fe Traffic Code is a violation of this section. This section does not apply to authorized emergency vehicles responding to an emergency.

(Ord. #2008-47, § 5; Ord. #2011-5, § 1; Ord. # [2017-17](#), § 3)

24-4.5 - Enforcement.

- A. *Criminal Violation Observed by Police Officer.* This section does not abrogate or impair enforcement authority of existing traffic laws by a police officer for a violation committed in their presence. Specifically, if a police officer personally and contemporaneously observes a traffic violation, the police officer may stop the vehicle and issue a citation under state law or the city of Santa Fe Traffic Code in the usual manner.
- B. *Violation Recorded by CSD.* The contractor shall provide all evidence of a CSD recorded violation to a police officer. A police officer shall review all CSD evidence provided by the contractor. If the police officer determines that a violation has occurred, the police officer shall cause a STOP fine notification to be delivered to the registered owner. The registered owner is strictly and vicariously liable for the violation unless one (1) of the exceptions herein applies. If there is more than one (1) registered owner, all registered owners shall be jointly and severally liable.
- C. *STOP Fine Notification.*
- (1) *Form and contents.* The STOP fine notification shall state and contain the name of the registered owner or owners or nominee, the effective date of the STOP fine notification, the type of violation, the date, time, and location of the violation, a picture of the violation, the license number of the vehicle, the name and identification of the issuing police officer, the amount of the fine, whether the fine is a first or subsequent violation, the response due date and the address of the city clerk. The STOP fine notification shall conspicuously and in bold face type state; "Failure to pay this fine on time will lead to serious legal consequences including the assessment of additional fines and monies due. A second or subsequent STOP violation within two (2) years from the date of this STOP fine notification will lead to increasing fines and penalties." The STOP fine notification shall include an owner's affidavit form. The STOP fine notification shall contain a return envelope addressed to the contractor or the Santa Fe police department. The STOP fine notification shall inform the registered owner or the nominee of the right to request a hearing by so indicating in a space provided on the form and returning same to the city clerk within thirty-five (35) days of the effective date.
 - (2) *Delivery.* The STOP fine notification shall be delivered to the address of the registered owner according to the address registered with the department of motor vehicles or to the address of the nominee according to the owner's affidavit. The registered owner has a duty to timely notify DMV of a change of address and the failure to do so does not entitle the registered owner to assert the defense of inadequate notice. The mailing of a STOP fine notification to the address of the registered owner of a vehicle according to the records of DMV or to the address of the nominee according to the owner's affidavit is constructive notice of a STOP fine notification.
- D. *Response to a STOP Fine Notification.* Within thirty-five (35) days from the effective date, the registered owner shall pay the fine, file an owner's affidavit making a nomination, or request a hearing. To pay the fine, the recipient shall deliver the STOP fine notification with payment to the city or to the contractor according to the instructions on the STOP fine notification. To make a nomination, the recipient shall return the STOP fine notification with a completed owner's affidavit to the contractor. To request a hearing, the recipient shall return the STOP fine notification with the request for hearing to the hearing officer. There is no fee to request a hearing. Three (3) days for mailing is not allowed and the response shall be actually received no later than thirty-five (35)

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consecutive days (including holidays) from the effective date. The department and hearing officer shall forthwith notify the contractor concerning the receipt of a request for hearing. If the fine has not been paid, there has been no nomination or a request for a hearing within thirty-five (35) days from the effective date, the contractor shall send written notice of default to the department and the registered owner or nominee or both.

- (1) Payment of STOP fine. Upon receipt of the STOP fine notification, the recipient may elect to admit the violation and pay the fine. To proceed under this paragraph, the recipient shall admit the violation by signing and dating the STOP fine notification on a space provided and returning the STOP fine notification with payment to the contractor or to the city within thirty-five (35) days. The city may, but is not required to, adopt procedures for alternative methods of payment of fines using the internet or other on-line services. There shall be a fifty dollar (\$50.00) penalty for any payment tendered that is not honored or is returned for any reason.
- (2) Appeal. The recipient of the STOP fine notification may request a hearing by so indicating and returning the STOP fine notification to the hearing officer within thirty-five (35) days of the effective date. There is no fee for a hearing. The hearing officer shall schedule a hearing.
- (3) Nomination. Any registered owner who was not driving the car at the time of the violation may either accept the responsibility or identify the driver so the contractor can send a notice of violation to the driver. The nomination procedure described in this paragraph is available to any registered owner and is not limited to corporations and governmental entities. If the registered owner claims that another person was driving the vehicle at the time of the violation, the registered owner shall so indicate on the owner's affidavit and identify the person who was driving the vehicle. The contractor shall forthwith deliver the STOP fine notification and owner's affidavit to the department to the attention of the issuing police officer. The police officer may send a new STOP fine notification to the nominee or cause the contractor to deliver a new STOP fine notification to the nominee. The effective date of the STOP fine notification sent to the nominee is the day the STOP fine notification is issued to the nominee as indicated on the face of the new STOP fine notification. If the nominee successfully appeals the allegation that he or she was the driver or defaults the city may proceed against the registered owner by issuing a subsequent STOP fine notification to the registered owner with the effective date being the date so indicated on the face of the subsequent STOP fine notification. If the city cannot assert jurisdiction over the nominee, the registered owner is responsible, subject to the remaining defenses available in this section. Any registered owner who submits an owner's affidavit does so under penalty of perjury. If the registered owner operates a business that uses a fleet of one (1) or more vehicles and nominated the driver on a previous violation and the driver paid the fine or otherwise cleared the violation, a subsequent violation pertaining to the fleet vehicle shall not be considered a second, third or subsequent violation regarding that vehicle unless driven by the same driver. Without limitation on the foregoing, nomination may be used when:
 - (a) The registered owner is the United States of America, state of New Mexico, county of Santa Fe, city of Santa Fe or any other governmental entity that owns a vehicle that was being driven by a natural person who was an employee, contractor or agent of the governmental entity at the time of the alleged violation. Said entities shall nominate and identify the driver.
 - (b) The registered owner is a place of business, corporation or other non-natural entity that owns a vehicle that was being driven by a natural person who was the employee, contractor or agent of the business, corporation or other non-natural entity at the time of the alleged violation. Said entities shall nominate and identify the driver.
 - (c) The registered owner is an automobile rental business, automobile dealership or other business entity that, in the ordinary course of business, leases vehicles to others and the lessee was driving the vehicle at the time of the alleged violation. Said entities shall nominate and identify the driver.

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

- (d) The registered owner was not driving the vehicle at the time of the violation. To assert the defense mentioned in this paragraph, the registered owner shall identify the actual driver and comply with the nomination provision above to assert this defense.
- E. *Default.* If the city does not receive payment of the fine, a nomination or a request for a hearing within thirty-five (35) days from the effective date, the registered owner is in default. Default automatically results in liability to the registered owner for the violation and the registered owner is barred from requesting or obtaining any hearing on the merits of the STOP fine after the date of the default. A default results in an additional penalty of twenty-five dollars (\$25.00). The department shall cause the contractor to mail the notice of default to the defaulting party. The notice of default shall inform the recipient that they have twenty (20) days from the date of mailing of the notice of default to pay the fine and default penalty or request a hearing from the hearing officer. If the default is not cured, the city may pursue all remedies for collection of a debt and is entitled to an award of reasonable attorney's fees incurred. An uncured notice of default shall be entered into the records of the department. The registered owner is liable for a default by a nominee.
- F. *Hearing.* In the event of a demand for a hearing, the hearing officer shall hold a hearing within ninety (90) days from the date of the request for hearing unless a continuance is granted pursuant to the consent of the parties. The hearing does not need to be held within ninety (90) days if a continuance is granted. The hearing officer is in charge of the proceedings and may exclude any person for inappropriate conduct. The hearing shall be conducted following the rules of evidence and civil procedure for the district courts. The department has the burden to prove by a preponderance of the evidence that the violation occurred. The respondent has the burden to prove any defenses by a preponderance of the evidence. A photograph, videotape or other electronic evidence of a violation is authentic, is not hearsay and shall be admitted into evidence by the hearing officer. The respondent may challenge the weight or accuracy of the evidence. If the department prevails, the respondent shall pay the fine. The hearing officer shall render a decision in writing in ten (10) days and provide the decision to the department and the finance department. A determination by the hearing officer shall not impose a total amount of penalties, fines, fees and costs in excess of that provided in this section. The hearing officer may refer the respondent to teen court according to the municipal court's procedures for teen court referrals. Failure to pay a fine as ordered by the hearing officer within twenty (20) consecutive days from the date of the decision is a default and will apply against the vehicle without service of a notice of default. Following a hearing, the respondent may appeal the decision of the hearing officer to district court within thirty (30) days of the decision and may recover the costs of filing the appeal if successful.
- G. *Defenses.* The respondent may present the following defenses in addition to any other defenses available under law and has the burden of proof concerning the defenses:
- (1) The vehicle was stolen or otherwise being driven without the registered owner's knowledge or permission at the time of the alleged violation. The registered owner shall have a police report pertaining to the theft to avail the owner of this defense.
 - (2) The ownership of the vehicle had lawfully been transferred and conveyed from the registered owner to another person before the time of the alleged violation. To assert this defense, the registered owner shall identify the transferee and provide proof of conveyance.
 - (3) The evidence does not show that a violation was committed involving the subject vehicle.
 - (4) The registered owner was not driving the vehicle at the time of the violation. To assert the defense mentioned in this paragraph, the registered owner shall identify the actual driver and comply with the nomination provision above to assert this defense.
 - (5) The vehicle should not be assessed an increased fine for a subsequent violation because the registered owner owns or operates a fleet of vehicles in a business and nominated the actual driver who satisfied payment of the fine on the previous violation.
 - (6) The registered owner did not receive notice because the STOP fine notification was not mailed to the address of record with the department of motor vehicles.

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

- H. *Fine.* Except as set forth in paragraph (2) below, the following fines are prescribed for all violations including those imposed by the hearing officer. Nothing in this section shall prohibit the department from entering into pre-hearing settlement agreements with respondents.
- (1) For each violation, the fines for speeding are as follows:
 - (a) More than five (5) miles per hour over the speed limit in school or construction zones: one hundred dollars (\$100.00);
 - (b) More than ten (10) miles per hour over the speed limit in all other locations: fifty dollars (\$50.00).
 - (2) The hearing officer may allow service to the city as an alternative to payment of fines. A violator who elects to avail themselves of the option of service to the city in lieu of payment of a fine does so voluntarily and is entitled to none of the benefits conferred upon city employees, including, without limitation, workers compensation. The city is not responsible for damages incurred except as otherwise provided by law. The person seeking relief hereunder shall timely request the option of service to the city in lieu of payment of a fine by requesting a hearing before a hearing office to demonstrate that the person is eligible for the option and is not in default on payment of other fines, fees, or liens levied by the city of Santa Fe. Respondents ordered to perform community service in lieu of payment of a fine shall complete such community service within thirty (30) days from the date of hearing. Passing a background check is required to qualify as a volunteer under this paragraph. The services shall be performed for approved organizations or city departments. Services shall be rendered in not less than full hour increments and shall be credited against the fine payable at a rate consistent with the city of Santa Fe Living Wage Ordinance, Section 28-1.5(B) SFCC 1987. The city manager or designee shall establish procedures for administering this paragraph including, but not limited to, the nature of services that may be performed.

(Ord. #2008-47, § 6; Ord. #2009-28, § 2; Ord. #2011-4, § 2; Ord. # [2017-17](#), § 4; Ord. # [2020-2](#), § 1)

24-4.6 - Administration.

- A. The city shall install advance signal warnings as required by Section 66-7-103.1 NMSA 1978.
- B. The department shall be responsible for administration of this section. Reasonable rules and regulations may be promulgated by the city manager or his designee to carry out the intent and purpose of this section.
- C. The city manager may establish a STOP ombudsman to address and resolve citizen grievances with STOP procedures and technical issues regarding automated enforcement technology.
- D. The revenue generated through STOP shall be retained and distributed as follows:
 - (1) Each month, or other period set by contract, the city shall retain from the gross total amount of penalties, fines, fees and costs assessed and collected that month or period an amount subject to audit that is equal to the sum of the setup, maintenance, support and processing services fees charged for that month or period pursuant to contractual terms by a vendor providing systems and services including, but not limited to, all costs associated with the hearing officer, that assist the city in imposing penalties or fines and costs or fees as provided in subsection 24-4.5 SFCC 1987.
 - (2) Less the retention authorized in paragraph (1) above:
 - (a) One-half (½) of the net total amount assessed in penalties, fines, fees and costs by the city shall be remitted to the state treasurer and credited in accordance with § 3-18-17 NMSA 1978; and

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

- (b) One-half ($\frac{1}{2}$) of the net total amount assessed in penalties, fines, fees and costs shall be retained by the city for city traffic safety programs and to offset the city's reasonable costs directly related to administering the STOP program.
 - (3) In fiscal year 2009, and annually thereafter, the city shall cause an audit of the STOP program in accordance with § 3-18-17 NMSA.
- E. The police department shall present a monthly report to the public safety committee in such a format as to assist in evaluating the effectiveness of STOP in preventing accidents. The report shall include, without limitation:
 - (1) Statistical information regarding the number of violations that have been issued through STOP; and
 - (2) Types of accidents that have occurred at the intersections where STOP has been implemented; and
- F. The police department shall report back to the governing body one (1) year after the effective date of this ordinance regarding the implementation and enforcement of this ordinance; and to present any amendments to this ordinance.

(Ord. #2008-47, § 7; Ord. #2009-28, § 3)



City of Santa Fe, New Mexico

Memorandum



DATE: August 18, 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 (8-19-21)*

FROM: Ben Valdez, Deputy Chief of Police *BV* Aug 19, 2021

ITEM AND ISSUE:

Request for the Approval of FY22 supplemental Police Vehicle Purchase Request. Total Amount is \$(228,332.55) 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 3 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The 3 police vehicles are in addition to the previously requested FY22 annual fleet replacement that was budgeted. The funding source is use of the excess 1/2% GRT Income Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates in order to fund the purchase of the 3 requested Police vehicles and associated equipment, which represents an operational imperative for the Police Department. The following is the list of vehicles to be purchased.

VEHICLES	COSTS	ORG#	OBJ#
Ford Interceptor Utility Hybrid (3)	\$114,384.00	2230310	570950
Total costs for 3 vehicles:	\$114,384.00		
EQUIPMENT			COSTS
Vehicle docking mounts, laptop docking stations, printer, driver's license reader, and accessories			\$4,546.86
Panasonic Toughbooks			\$13,545.00
Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.			\$75,206.70
Motorola Solutions communication and software			\$20,649.99
Total costs for emergency equipment, laptops and installation			\$113,948.55
Total purchase cost: Vehicles, equipment and installation			\$228,332.55

Ford Police Interceptor Utility Hybrid

Three 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 3 hybrid vehicles is \$9,084 per year and \$45,420 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.

FUNDING SOURCE:

The funding source is:

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: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Inventory Exempt Equipment/572400

Fund Name/Number: Law Enforcement/Fund223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Data Processing/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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Ben Valdez Deputy Chief 08/06/21

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

Fran Dunaway Chief Procurement Officer Aug 11, 2021
Fran Dunaway (Aug 11, 2021 09:02 MDT)

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

Chalmers Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City Of Santa Fe
Police Dept.
Eric Sanchez
iesanchez@santafenm.gov

PROPOSAL # 071421-3
PROPOSAL DATE July 14th, 2021
MEMBER PO #.
CES PO#
TERMS Due on Receipt
SALES REP Diego Martinez
SHIPPED VIA Pick UP
F.O.B.
PREPAID or COLLECT

SHIPPED TO: 2022 Ford Interceptor Hybrid

Sales Tax Rate:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Statewide Price Agreement #: 00-00000-20-00121</u>		
3	Item #4 Utility Vehicle, Mid-Size, Four Door, AWD, Police Pursuite Rated. Options:	\$ 36,139.00	\$ 108,417.00
3	L: Hybrid	\$ 485.00	\$ 1,455.00
3	AB: Window Tinting Darker than MFG Standard	\$ 199.00	\$ 597.00
3	AI: Hidden Door Lock Plunger w/ rear In-op.	\$ 195.00	\$ 585.00
3	AK: Remote Keyless Entry FOBS - Factory	\$ 425.00	\$ 1,275.00
3	AV: Police Engine Idle Feature	\$ 290.00	\$ 870.00
3	AW: Reverse Sensing	\$ 395.00	\$ 1,185.00
	Features Included: - Rear Aux Air, Bluetooth/ Handfree, Front Headlamp Housing , LED Spot Light, Tail Light Housing, Dark Car Feature.		
Ordered Units: Proposal Valid for 60 Days		SUBTOTAL	114,384.00
		TAX	0.00
		FREIGHT	
			\$114,384.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Diego Martinez
505.712.3913
Dmartinez@chalmersford.com

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
7/14/2021	12298
This quote expires in 90 days	

Name / Address
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

Ship To

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 3 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.	3	2,718.05	8,154.15
ETSA481RSP	Soundoff Si...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	3	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	3	411.41	1,234.23
ENFRMS3D	Soundoff Si...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	6	94.20	565.20
ENFRMS3E	Soundoff Si...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	6	94.20	565.20
ENT3B3D	Soundoff Si...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	6	178.80	1,072.80
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	3	177.10	531.30
ESB-U	Federal Signal	Universal ES100C speaker bracket.	3	22.00	66.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	3	461.40	1,384.20
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	3	402.00	1,206.00

Subtotal
Sales Tax (7.875%)
Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



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Ship To

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"	3	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	3	0.00	0.00
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff Remote Mount	3	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	3	53.25	159.75
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	3	41.25	123.75
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)	3	318.00	954.00
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	3	377.99	1,133.97
GK11211B1USSCA...	Setina	Dual T-Rail Mount 1 1082E Blac-Rac, 1 Universal XL	3	1,015.20	3,045.60
35-20045	Westin	2020 Ford Utility Front Defender Partition	3	941.29	2,823.87
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	3	465.00	1,395.00
WG-20-FDUV-SET	Troy	2020 PI Utility driver/passenger side window guards, welded bars, vertical design.	3	210.00	630.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	3	111.00	333.00
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	3	1,130.50	3,391.50
PDU-FIU-8-BR2020	OPS	8" High Mounting Bracket for 2020 Ford Interceptor pursuit box	3	161.50	484.50
ENFTCDGS1206	Soundoff Si...	Rear Light Bar Dual Color 6 Module Red/Amber Blue/Amber	3	642.60	1,927.80
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	3	100.20	300.60
			Subtotal		
			Sales Tax (7.875%)		
			Total		

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
7/14/2021	12298
This quote expires in 90 days	

Name / Address
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

Ship To

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	3	100.20	300.60
PMP2BRK2LPV	Soundoff Si...	Stud Mount License Plate Bracket Vertical mount for 4 inch	3	24.00	72.00
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 ***	6	130.20	781.20
PMP2WSSSB	Soundoff Si...	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	6	15.00	90.00
ETFBSANFL	Soundoff Si...	Flashback Tail Flasher	3	54.60	163.80
CH15.1.20	911 Harness	Ch15 with Single Stage Timer, and 20' Outputs	3	608.00	1,824.00
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	3	2,495.00	7,485.00
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*.	3	4,490.00	13,470.00
4910LR-152-LTRK	L-Tron	Imaging Scanner	3	432.08	1,296.24
Shipping		Shipping	3	175.00	525.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	3	440.00	1,320.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	12	72.00	864.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	3	999.00	2,997.00

Subtotal
Sales Tax (7.875%)
Total

MHQ of New Mexico
 5601 Balloon Fiesta Pkwy
 Suite C
 Albuquerque, NM 87113



Quote

Date	Estimate #
7/14/2021	12298
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Name / Address
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

Ship To

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
AngArm-00340	Angel Armor	Ballistic Panel. Level IIIA. Fits Ford PI Utility 2020 Passenger Side	3	999.00	2,997.00
SHOP SUPPLIES L...	MHQ of Ne...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	3	50.00	150.00
Labor NM	MHQ of Ne...	Installation Labor (36 Hours per unit)	108	80.00	8,640.00T
				Subtotal	\$74,458.26
				Sales Tax (7.875%)	\$748.44
				Total	\$75,206.70



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-210173v2

Reference
SFPD - Toughbook 33 &
Brother Mobile Solutions
Qty. 3

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-OBVM	<p>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.</p> <p>-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)</p> <p>-FZ-SVC512SSD3Y - 512GB SSD - Toughpad No Return of Defective Drive. (YEARS 1,2, 3)</p> <p>-FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (YEARS 1, 2, 3)</p> <p>-CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT.</p> <p>-CF-SVCADDP12B - ABSOLUTE RESILIENCE - 12 Month Term - Panasonic PS Bundled Sled Customer Only. MSRP: \$4,797.00</p> <p>*NM State Contract Price is 10% off MSRP: \$4,317.30</p>	3.00	3,725.00	11,175.00
CF-VEK333LMP	<p>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.</p> <p>MSRP: \$670.00</p> <p>*NM State Contract Price is 10% off MSRP: \$603.00</p>	3.00	495.00	1,485.00

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	3.00	295.00	885.00
GJ-33-LVDO	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	3.00	859.00	2,577.00
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	3.00	37.10	111.30
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	3.00	130.46	391.38
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	3.00	9.86	29.58
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	3.00	339.00	1,017.00
LB3602	Brother Mobile Solutions: USB Cable - 6 foot length MSRP: \$14.00 *NM State Contract Price is 5% off MSRP: \$13.30	3.00	13.30	39.90
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	3.00	22.90	68.70
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	3.00	104.00	312.00
Subtotal				18,091.86
TOTAL USD				18,091.86

Terms

New Mexico State Price Agreement - 10-00000-20-00048

Title: Communications, Radio Equipment, Parts, Accessories and Related Services

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 45 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at jeffg@ets.us.com. If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.



QUOTE-1510360
 14 APX6500/14 APX4500 VHF/ 1
 APX4500

Billing Address:
 SANTA FE, CITY OF
 200 LINCOLN AVE
 SANTA FE, NM 87504
 US

Quote Date:07/16/2021
 Expiration Date:10/14/2021
 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	3	\$2,957.00	\$971.08	\$1,985.92	\$5,957.76
1a	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	3	\$0.00	\$0.00	\$0.00	\$0.00
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	3	\$1,200.00	\$394.08	\$805.92	\$2,417.76
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	3	\$297.00	\$97.53	\$199.47	\$598.41
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	3	\$176.00	\$0.00	\$176.00	\$528.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3	\$60.00	\$19.70	\$40.30	\$120.90
1f	G89AC	ADD: NO RF ANTENNA NEEDED	3	\$0.00	\$0.00	\$0.00	\$0.00
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	\$0.00	\$0.00	\$0.00	\$0.00
1h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	3	\$515.00	\$169.13	\$345.87	\$1,037.61
1i	GA01670AA	ADD: APX E5 CONTROL HEAD	3	\$572.00	\$187.84	\$384.16	\$1,152.48



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	3	\$72.00	\$23.64	\$48.36	\$145.08
1k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	\$0.00	\$0.00	\$0.00	\$0.00
1l	G361AH	ENH: P25 TRUNKING SOFTWARE APX	3	\$300.00	\$98.52	\$201.48	\$604.44
1m	GA00580AA	ADD: TDMA OPERATION	3	\$450.00	\$147.78	\$302.22	\$906.66
1n	GA01767AG	ADD: RADIO AUTHENTICATION	3	\$100.00	\$32.84	\$67.16	\$201.48
APX™ 4500 Enhanced							
2	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	3	\$1,851.00	\$607.87	\$1,243.13	\$3,729.39
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	3	\$145.00	\$0.00	\$145.00	\$435.00
2b	GA00804AA	ADD: APX O2 CH (GREY)	3	\$492.00	\$161.57	\$330.43	\$991.29
2c	G296AD	ADD:1/4 WAVE WHIP ROOF TOP 136-144	3	\$13.50	\$4.43	\$9.07	\$27.21
2d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	\$0.00	\$0.00	\$0.00	\$0.00
2e	G66BF	ADD: DASH MOUNT O2 APXM	3	\$125.00	\$41.05	\$83.95	\$251.85
2f	W22BA	ADD: STD PALM MICROPHONE APX	3	\$72.00	\$23.64	\$48.36	\$145.08
2g	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3	\$0.00	\$0.00	\$0.00	\$0.00
2h	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	3	\$650.00	\$213.46	\$436.54	\$1,309.62
2i	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	3	\$0.00	\$0.00	\$0.00	\$0.00
2j	G142AD	ADD: NO SPEAKER APX	3	\$0.00	\$0.00	\$0.00	\$0.00
3	HAF4017A	ADD: ANT 3DB COLLINEAR 762-870MHZ	3	\$40.75	\$10.76	\$29.99	\$89.97
Subtotal						\$30,264.75	



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



QUOTE-1510360
14 APX6500/14 APX4500 VHF/ 1
APX4500

Total Discount Amount

\$9,614.76

Grand Total

\$20,649.99(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



State of New Mexico
General Services Department
REVISED
Statewide Price Agreement

Awarded Vendor:
8 Awarded Vendors (See page 6-7)

Price Agreement Number: 00-00000-20-00121

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Amber Sanchez *AMS*

Telephone No.: 505-827-0554

Invoice:
As requested

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.

MM

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00121

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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:	<u>N/A</u>
B) Dark Car Feature Delete	Deduct:	<u>\$20.00</u>
C) Dual Battery	Add:	<u>N/A</u>
D) Engine, Other: <u>3.3L Hybrid</u>	Add/Deduct:	<u>\$485.00</u>
Engine, Other: <u>3.3 FFV V6</u>	Add:	<u>\$2,520.00</u>
E) Floor Covering, Carpet with Mats, Front Only	Add:	<u>\$325.00</u>
F) Floor Covering, Carpet with Mats, Front and Rear	Add:	<u>\$425.00</u>
G) Floor Covering, Rubber Mat Front and Rear	Add:	<u>\$225.00</u>
H) Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	<u>STD</u>
I) Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Deduct:	<u>STD</u>
J) Front License Plate Bracket, Delete	Add:	<u>\$0.00</u>
K) Interior Upgrade Package	Add:	<u>\$1,000.00</u>
L) Hybrid	Add:	<u>\$485.00</u>
M) Lockable Gas Cap and/or Door	Add:	<u>N/A</u>
N) Marked Police Package	Add:	<u>\$18,750.00</u>
O) Marked Police K-9 Package	Add:	<u>\$24,300.00</u>
P) Police Wiring Harness	Add:	<u>\$990.00</u>
Q) Power Adjustable Pedals	Deduct:	<u>N/A</u>
R) Rear Door Interior Handles Rendered Inoperable Delete	Add:	<u>\$20.00</u>
S) Remote Keyless Entry and Starting (If Available)	Add:	<u>\$455.00</u>
T) Skid Plates	Deduct:	<u>\$450.00</u>
U) Special Service Package Delete	Deduct:	<u>\$3,200.00</u>
V) Spot Light, Delete	Add:	<u>\$250.00</u>
W) Spot Light on Passenger Side	Add:	<u>\$595.00</u>
X) Trailer Brakes	Add:	<u>N/A</u>

State of New Mexico
General Services Department
Purchasing Division
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Item 4 (AC) Options Continued:

Y)	Trailer Tow Package, Less Trailer Brakes	Add:	<u>\$410.00</u>
Z)	Tires, Other:	Add:	<u>\$1,400.00</u>
AA)	Unmarked Police Package	Add:	<u>\$16,500.00</u>
AB)	Window Tinting Darker than MFG Standard	Add:	<u>\$199.00</u>
AC)	Engine Block Heater	Add:	<u>\$120.00</u>
AD)	Prewiring for Grill/ LED lights #GOA	Add:	<u>\$75.00</u>
AE)	Front Interior Windshield Warning Lights	Add:	<u>\$1,345.00</u>
AF)	Side Marker LED lights	Add:	<u>\$390.00</u>
AG)	Passenger-side LED Spotlight	Add:	<u>\$595.00</u>
AH)	Deflector Plate #76D	Add:	<u>\$435.00</u>
AI)	Hidden Door Lock Plunger w/ rear In-op. #52P	Add:	<u>\$195.00</u>
AJ)	Rear Door Handles In-op./Locks In-op. #68G	Add:	<u>\$115.00</u>
AK)	Remote Keyless Entry FOBS - Factory	Add:	<u>\$425.00</u>
AL)	1st and 2nd Row Carpeting #16C	Add:	<u>\$325.00</u>
AM)	2nd Row cloth seats #88F	Add:	<u>\$160.00</u>
AN)	Rear Console Plate	Add:	<u>\$65.00</u>
AO)	Ballistic Door Panels - Front Level III - Driver	Add:	<u>\$1,985.00</u>
AP)	Ballistic Door Panels - Front Level III - Driver+ Pass	Add:	<u>\$3,570.00</u>
AQ)	Ballistic Door Panels - Front Level IV - Driver	Add:	<u>\$2,715.00</u>
AR)	Ballistic Door Panels - Front Level IV - Driver+ Pass	Add:	<u>\$5,230.00</u>
AS)	BUS - Blind Spot Monitoring w/ Cross Traffic Alert	Add:	<u>\$695.00</u>
AT)	Pre-Collision Assist	Add:	<u>\$185.00</u>
AU)	Perimeter Anti-Theft Alarm	Add:	<u>\$190.00</u>
AV)	Police Engine Idle Feature - #47A	Add:	<u>\$290.00</u>
AW)	Reverse Sensing #768	Add:	<u>\$395.00</u>
AX)	Noise Suppression Kit #68F	Add:	<u>\$245.00</u>
AY)	Noise Suppression Bonds (Ground Straps)	Add:	<u>\$125.00</u>
AZ)	Amber Safety Lighting Package	Add:	<u>\$2,900.00</u>
BA)	Unmarked Build	Add:	<u>\$12,900.00</u>
BB)	Mileage charge for Delivery PER MILE	Add:	<u>\$2.00</u>
BC)	Extra Keys - without FOB	Add:	<u>\$80.00</u>
BD)	Extra Keys - with FOB	Add:	<u>\$225.00</u>
BE)	Extended Warranty 5/75 - Powertrain Only	Add:	<u>\$2,150.00</u>
BF)	Extended Warranty 5/100 - Premium - ZERO Deductible	Add:	<u>\$3,870.00</u>
BG)	Door Decals Graphics Package (Front Doors)	Add:	<u>\$850.00</u>
BH)	2-Wheel Drive	Deduct:	<u>\$500.00</u>
BI)	Wrap 4-doors WHITE	Add:	<u>\$1,327.00</u>
BJ)	Wrap 2-doors WHITE	Add:	<u>\$995.00</u>
BK)	Police Perimeter Alert - Auto-locking/Windows Rollup	Add:	<u>\$750.00</u>

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Item 4 (AC) Options Continued:

BL)	Rear Camera - on demand	Add:	<u>\$290.00</u>
BM)	Drivers Side L.E.D. - Whelan Brand Upgrade	Add:	<u>\$150.00</u>
BN)	Rear - Air Delete (Credit)	Deduct:	<u>\$300.00</u>
BO)	Wheel Locks	Add:	<u>\$125.00</u>

State of New Mexico
 General Services Department
 Purchasing Division
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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:	<u>\$3,980.00</u>
B) Dark Car Feature Delete	Deduct:	<u>N/A</u>
C) Dual Battery	Add:	<u>N/A</u>
D) Engine, Other:	Add/Deduct:	<u>N/A</u>
E) Floor Covering, Carpet with Mats, Front Only - <u>XLT OPTION</u>	Add:	<u>\$3,800.00</u>
F) Floor Covering, Carpet with Mats, Front and Rear - <u>XLT OPTION</u>	Add:	<u>\$3,800.00</u>
G) Floor Covering, Rubber Mat Front and Rear - <u>XLT OPTION</u>	Add:	<u>\$3,800.00</u>
H) Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	<u>N/A</u>
I) Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	<u>N/A</u>
J) Front License Plate Bracket, Delete	Deduct:	<u>\$0.00</u>
K) Hybrid	Add:	<u>N/A</u>
L) Interior Upgrade Package - <u>XLT OPTION</u>	Add:	<u>\$3,800.00</u>
M) Lockable Gas Cap and/or Door	Add:	<u>N/A</u>
N) Marked Police Package	Add:	<u>\$18,750.00</u>
O) Marked Police K-9 Package	Add:	<u>\$24,300.00</u>
P) Police Wiring Harness	Add:	<u>\$1,040.00</u>
Q) Power Adjustable Pedals	Add:	<u>\$18,000.00</u>
R) Rear Door Interior Handles Rendered Inoperable Delete	Deduct:	<u>N/A</u>
S) Remote Keyless Entry and Starting (If Available) - <u>Remote Start</u>	Add:	<u>\$650.00</u>
T) Skid Plates - <u>4WD Only</u>	Add:	<u>\$190.00</u>
U) Special Service Package Delete- <u>REGULAR LENGTH</u>	Add:	<u>\$3,000.00</u>
Special Service Package Delete - <u>MAX EL LENGTH</u>	Add:	<u>\$4,000.00</u>
V) Spot Light, Delete	Deduct:	<u>\$200.00</u>
W) Spot Light on Passenger Side	Add:	<u>\$595.00</u>
X) Trailer Brakes <u>Included H/D Trailer Tow Package</u>	Add:	<u>\$1,970.00</u>

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Item 5 (AC) Options Continued:

Y)	Trailer Tow Package, Less Trailer Brakes <u>Brake STD on Package</u>	Add:	<u>\$1,970.00</u>
Z)	Tires, Other: <u>Multiple Options</u>	Add:	<u>\$2,400.00</u>
AA)	Unmarked Police Package	Add:	<u>\$16,500.00</u>
AB)	Window Tinting Darker than MFG Standard	Add:	<u>\$350.00</u>
AC)	MAX/EL Package	Add:	<u>\$3,300.00</u>
AD)	Aluminum Wheels	Add:	<u>\$1,995.00</u>
AE)	Black Accent Package	Add:	<u>\$1,995.00</u>
AF)	Special Edition Package	Add:	<u>\$3,995.00</u>
AG)	FX-4 Off-road Package (Requires 4x4)	Add:	<u>\$1,950.00</u>
AH)	FX-4 Package w/ 360-Degree Camera - (Requires 4x4)	Add:	<u>\$2,435.00</u>
AI)	Convenience Package	Add:	<u>\$2,470.00</u>
AJ)	Enhanced Park Assist	Add:	<u>\$500.00</u>
AK)	Navigation - Voice Activated	Add:	<u>\$940.00</u>
AL)	LED Headlamps (subject to model availability)	Add:	<u>\$940.00</u>
AM)	Power Vista Sunroof	Add:	<u>\$1,675.00</u>
AN)	Engine Block Heater	Add:	<u>\$120.00</u>
AO)	Ballistic Door Panels - Front Level III - Driver	Add:	<u>\$1,985.00</u>
AP)	Ballistic Door Panels - Front Level III - Driver+ Pass	Add:	<u>\$3,570.00</u>
AQ)	Ballistic Door Panels - Front Level IV - Driver	Add:	<u>\$2,715.00</u>
AR)	Ballistic Door Panels - Front Level IV - Driver+ Pass	Add:	<u>\$5,230.00</u>
AS)	BUS - Blind Spot Monitoring w/ Cross Traffic Alert	Add:	<u>\$695.00</u>
AT)	Engine Block Heater	Add:	<u>\$120.00</u>
AU)	Reverse Sensing	Add:	<u>\$240.00</u>
AV)	Running Boards - Platform Style	Add:	<u>\$675.00</u>
AW)	Running Boards - Tube Style/Nerf Bars	Add:	<u>\$675.00</u>
AX)	Power Deployable Running Boards - Factory	Add:	<u>\$1,295.00</u>
AY)	Power Deployable Running Boards - Local	Add:	<u>\$2,095.00</u>
AZ)	Weather Tech Mats - Front and Second Row	Add:	<u>\$365.00</u>
BA)	Amber Safety Lighting Package	Add:	<u>\$2,900.00</u>
BB)	Graphics Package	Add:	<u>\$800.00</u>
BC)	Unmarked Build	Add:	<u>\$12,900.00</u>
BD)	Mileage charge for Delivery	Add:	<u>\$2.00/mile</u>
BE)	Four Wheel Drive Option	Add:	<u>\$3,980.00</u>
BF)	Extended Warranty 5/75 - Powertrain Only	Add:	<u>\$2,150.00</u>
BG)	Extended Warranty 5/100 - Premium - ZERO Deductible	Add:	<u>\$3,870.00</u>
BH)	Third Row Seat Package	Add:	<u>\$1,005.00</u>

State of New Mexico
 General Services Department
 Purchasing Division
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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.....	<u>FORD</u>
Model Offered.....	<u>F250</u>
Engine Offered.....	<u>6.2L V8</u>
HP / Torque.....	<u>385</u> / <u>430</u>
Base Price per Unit.....	\$ <u>28,242.00</u>

Bid as Options:

A) Bed Cover, Hard, Single Piece	Add: <u>\$2,195.00</u>
B) Bed Cover, Hard, Tri-Fold	Add: <u>\$1,250.00</u>
C) Bed, Delete	Deduct: <u>\$100.00</u>
D) Bed Liner, Black, Drop-In	Add: <u>\$495.00</u>
E) Bed Liner, Black, Spray-On	Add: <u>\$595.00</u>
F) Bed, Long	Add: <u>\$1,000.00</u>
G) Cab, Regular	Deduct: <u>\$1,000.00</u>
H) Chrome Appearance Package	Add: <u>\$1,200.00</u>
I) Dark Car Feature Delete	Deduct: <u>N/A</u>
J) Dual Battery	Add: <u>\$295.00</u>
K) Engine, Other: <u>6.7L DIESEL</u>	Add: <u>\$11,950.00</u>
Engine, Other: <u>7.3L GAS</u>	Add: <u>\$2,945.00</u>
L) Floor Covering, Carpet with Mats, Front Only - <u>STX w/Carpet</u>	Add: <u>\$2,225.00</u>
M) Floor Covering, Carpet with Mats, Front and Rear - <u>STX w/Carpet</u>	Add: <u>\$2,225.00</u>
N) Floor Covering, Rubber Mat Front and Rear - <u>MATS ONLY</u>	Add: <u>\$325.00</u>
O) Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add: <u>N/A</u>
P) Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add: <u>N/A</u>
Q) Gooseneck Hitch, 26,000 lbs. with 7-Way Plug and Brake Controller	Add: <u>\$1,925.00</u>
R) Grill Guard	Add: <u>\$1,750.00</u>
S) Heavy Duty Louvered Headache Rack	Add: <u>\$625.00</u>
T) Heavy Duty Payload Package	Add: <u>\$2,000.00</u>
U) Interior Upgrade Package - <u>STX PKG. w/Carpet</u>	Add: <u>\$2,225.00</u>
V) Light Bar, Roof Width, 15 LED, Mounting Location to be determined by User	Add: <u>\$2,050.00</u>
W) Lockable Gas Cap and/or Door - <u>PLUG STYLE</u>	Add: <u>\$50.00</u>

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Item 8 (AC) Options Continued:

X)	Locking Rear Differential	Add:	<u>\$590.00</u>
Y)	Mirrors, Trailer Tow, Power - <u>POWER HEATED</u>	Add:	<u>\$650.00</u>
Z)	Off Road Package	Add:	<u>\$750.00</u>
AA)	Police Wiring Harness	Add:	<u>\$940.00</u>
AB)	Power Adjustable Pedals	Add:	<u>\$250.00</u>
AC)	Power Outlet 110V	Add:	<u>\$310.00</u>
AD)	Rear Sliding Window	Add:	<u>\$450.00</u>
AE)	Rear Window Defroster	Add:	<u>\$200.00</u>
AF)	Remote Keyless Entry and Starting (If Available)	Add:	<u>\$650.00</u>
AG)	Running Boards	Add:	<u>\$850.00</u>
AH)	Side Bed Cargo Box	Add:	<u>\$950.00</u>
AI)	Skid Plates	Add:	<u>\$190.00</u>
AJ)	Special Service Package, Delete	Deduct:	<u>N/A</u>
AK)	Spot Light <u>-LED</u>	Add:	<u>\$695.00</u>
	Spot Light <u>-HALOGEN</u>	Add:	<u>\$495.00</u>
AL)	Tires, Other: <u>KEVLAR MUD & SNOW (same size as stock tires)</u>	Add:	<u>\$2,250.00</u>
AM)	Toolbox, Chest Type, Single Lid	Add:	<u>\$950.00</u>
AN)	Toolbox, Cross Saddle, Dual Lid	Add:	<u>\$995.00</u>
AO)	Toolbox, Cross Saddle, Single Lid	Add:	<u>\$950.00</u>
AP)	Trailer Back-Up Assist - <u>Max Trailer Tow w/PTBA</u>	Add:	<u>\$2,985.00</u>
AQ)	Trailer Brakes	Add:	<u>\$460.00</u>
AR)	Trailer Tow Package, Less Trailer Brakes	Add:	<u>\$995.00</u>
AS)	Two Wheel Drive In Lieu of Four	Deduct:	<u>\$2,000.00</u>
AT)	Winch, Electric, 8,000 lbs. Capacity	Add:	<u>\$2,650.00</u>
AU)	Window Tint, Darker than MFG Standard	Add:	<u>\$395.00</u>
AV)	Cab, Extended	Add:	<u>\$650.00</u>
AW)	GVWR UPGRADE - 10600 GVWR	Add:	<u>\$2,120.00</u>
AX)	GVWR UPGRADE - 14000 GVWR	Add:	<u>\$4,535.00</u>
AY)	Axle Ratio, optional ratio/e-locking	Add:	<u>\$590.00</u>
AZ)	Wheel Locks	Add:	<u>\$95.00</u>
BA)	Camper Package #471	Add:	<u>\$260.00</u>
BB)	Clearance Lights - Roof	Add:	<u>\$190.00</u>
BC)	Engine Block Heater	Add:	<u>\$120.00</u>
BD)	Chrome Package #1 7C	Add:	<u>\$1,595.00</u>
BE)	FX-4 Off-road Package	Add:	<u>\$510.00</u>
BF)	Up fitter Switches (6)	Add:	<u>\$195.00</u>
BG)	Skid Plates	Add:	<u>\$190.00</u>
BH)	Snow Plow Prep Package	Add:	<u>\$350.00</u>
BI)	Tow Command Factory Brake Controller	Add:	<u>\$370.00</u>
BJ)	Power Slider	Add:	<u>\$495.00</u>

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Item 8 (AC) Options Continued:

BK) Tailgate Step	Add:	<u>\$475.00</u>
BL) Remote Start System - Factory	Add:	<u>\$350.00</u>
BM) Remote Start System - Local	Add:	<u>\$650.00</u>
BN) Bed Mat	Add:	<u>\$250.00</u>
BO) Splash Guards - Front	Add:	<u>\$160.00</u>
BP) Gooseneck Hitch Kit #15J	Add:	<u>\$550.00</u>
BQ) 5th Wheel Hitch Kit #15L	Add:	<u>\$1,495.00</u>
BR) 5th Wheel/ Gooseneck Hitch Prep Package	Add:	<u>\$750.00</u>
BS) CHMSL Camera - #873	Add:	<u>\$265.00</u>
BT) XLT Trim Package	Add:	<u>\$5,900.00</u>
BU) Outlet 110V/400W	Add:	<u>\$275.00</u>
BV) BLIS with Cross Traffic Alert (Requires XLT Package)	Add:	<u>\$685.00</u>
BW) Extended Running Boards with 17C-18D- FACTORY	Add:	<u>\$950.00</u>
BX) Panoramic Moon roof	Add:	<u>\$1,795.00</u>
BY) Defroster with Fixed Rear Window and Privacy Glass	Add:	<u>\$90.00</u>
BZ) Extended Running Boards #180	Add:	<u>\$540.00</u>
CA) LED Lighting Package - Headlamps, Taillights, Fog Lights	Add:	<u>\$1,380.00</u>
CB) STX Package	Add:	<u>\$2,025.00</u>
CC) Carpet Flooring with STX package	Add:	<u>\$200.00</u>
CD) Snow Plow Camper Package	Add:	<u>\$385.00</u>
CE) SYNC3	Add:	<u>\$590.00</u>
CF) Sirius Radio	Add:	<u>\$210.00</u>
CG) Vehicle Safe/ Console Vault #21X	Add:	<u>\$450.00</u>
CH) Ultimate Trailer Tow Package w/ PTBA	Add:	<u>\$1,925.00</u>
CI) Heavy Duty Payload Package #96G	Add:	<u>\$2,000.00</u>
CJ) Bed Step	Add:	<u>\$395.00</u>
CK) Navigation System	Add:	<u>\$685.00</u>
CL) Bed Cover, Hard, Single Piece	Add:	<u>\$2,120.00</u>
CM) Bed Cover, Hard, Diamond Back Cover	Add:	<u>\$3,325.00</u>
CN) Decked In Bed Unit	Add:	<u>\$1,950.00</u>
CO) Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug and Brake Controller	Add:	<u>\$1,925.00</u>
CP) Grill Guard If Available- No Front Sensors or Cameras	Add:	<u>\$1,550.00</u>
CQ) Heavy Duty Louvered Headache Rack	Add:	<u>\$690.00</u>
CR) Light Bar, Roof Width, 15 Led Mounting Location TBD By User - Amber W/ Flood Capability	Add:	<u>\$2,150.00</u>
CS) Light Bar, Roof Width, Multifunction, Mounting Location TBD By User - Red, White, Blue Combo	Add:	<u>\$2,300.00</u>
CT) Bed Side Cargo Box Per Side	Add:	<u>\$950.00</u>
CU) Halogen Spot Light	Add:	<u>\$495.00</u>
CV) Toolbox, Chest Type, Single Lid RKI	Add:	<u>\$900.00</u>
CW) Toolbox, Chest Type, Single Lid Weather Guard	Add:	<u>\$950.00</u>

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Item 8 (AC) Options Continued:

CX)	Toolbox, Cross Saddle, Dual Lid RKI	Add:	<u>\$840.00</u>
CY)	Toolbox, Cross Saddle, Dual Lid Weather Guard	Add:	<u>\$980.00</u>
CZ)	Toolbox, Cross Saddle, Single Lid RKI	Add:	<u>\$910.00</u>
DA)	Toolbox, Cross Saddle, Single Lid Weather Guard	Add:	<u>\$1,070.00</u>
DB)	Trailer Brake Controller	Add:	<u>\$460.00</u>
DC)	Trailer Tow Package, Less Brake Controller Capacity	Add:	<u>\$995.00</u>
DD)	Winch, Electric, 12,000 Lbs.	Add:	<u>\$2,640.00</u>
DE)	Bed liner: Spray-on (black only)	Add:	<u>\$595.00</u>
DF)	8' Utility body SRW	Add:	<u>\$6,925.00</u>
DG)	9' Utility body SRW	Add:	<u>\$7,390.00</u>
DH)	Headache rack for utility body	Add:	<u>\$975.00</u>
DI)	Bed liner: Utility body, spray-on (black only)BODY	Add:	<u>\$850.00</u>
DJ)	Led Compartment Lights Utility	Add:	<u>\$1,250.00</u>
DK)	Mechanics Drawer Unit In Front Compartment	Add:	<u>\$2,985.00</u>
DL)	Internal bar locking system for utility body	Add:	<u>\$1,150.00</u>
DM)	Platform body: 8' for SRW with 1/8" tread plate & recessed lights for 56" for cab to axle	Add:	<u>\$3,275.00</u>
DN)	Platform body: 8' for DRW with 1/8" tread plate & recessed lights for 56" for cab to axle	Add:	<u>\$3,455.00</u>
DO)	Toolbox: 18" x 18" x 24" locking, installed under platform body (curbside)	Add:	<u>\$675.00</u>
DP)	Headboard for platform bodies 56",60",84"CA	Add:	<u>\$985.00</u>
DQ)	Headboard for platform bodies 120 CA	Add:	<u>\$1,785.00</u>
DR)	Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug must take headboard option with platform	Add:	<u>\$1,640.00</u>
DS)	Re-install factory backup camera into utility or flatbed body	Add:	<u>\$300.00</u>
DT)	Overhead material rack, 1700 lb.	Add:	<u>\$1,450.00</u>
DU)	Bumper: Replace front bumper with winch mount and grill guard & SK winch	Add:	<u>\$3,400.00</u>
DV)	Bumper: Replace front bumper with winch mount and grill guard & 12K winch	Add:	<u>\$4,270.00</u>
DW)	Tire mount: Full size spare, in-bed with #3 master pad lock (agency will specify install location)	Add:	<u>\$450.00</u>
DX)	Commercial work shell with shelving	Add:	<u>\$6,395.00</u>
DY)	Snow Plow 7'6" (snow plow prep package required) Add \$400.00 for F150	Add:	<u>\$8,680.00</u>
DZ)	Snow Plow 8' (snow plow prep package required)	Add:	<u>\$8,850.00</u>
EA)	8ft 1.5yd salt spreader for 3/4 ton +	Add:	<u>\$8,550.00</u>
EB)	Perimeter Emergency Lighting, 2-front, 2-rear	Add:	<u>\$1,390.00</u>
EC)	1300 Lb. Capacity 38" Platform Pickup Box Lift gate	Add:	<u>\$3,750.00</u>
ED)	1300 Lb. Capacity 38" Platform Service Body Lift gate	Add:	<u>\$4,500.00</u>
EE)	1500 Lb. Capacity	Add:	<u>\$5,900.00</u>
EF)	1,600 Lbs. 35" Platform Lift gate For Platform Body	Add:	<u>\$4,350.00</u>

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Item 8 (AC) Options Continued:

EG) Relocate Backup Camera/Sensors To Lift Gate	Add:	<u>\$400.00</u>
EH) Bumper Notching Utility Body	Add:	<u>\$350.00</u>
EI) Mileage Charge for Delivery	Add:	<u>2.00/mile</u>
EJ) Extra Key - with FOB	Add:	<u>\$295.00</u>
EK) Extra Key - without FOB	Add:	<u>\$155.00</u>
EL) 5 year/ 75000 Powertrain Extended Warranty	Add:	<u>\$2,695.00</u>
EM) 5 year/ 100,000 mile Extended Warranty	Add:	<u>\$3,985.00</u>
EN) Door Decals Graphics Package (Front Doors)	Add:	<u>\$850.00</u>
EO) Headlight/Taillight Flashers	Add:	<u>\$950.00</u>



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,

Yulastuti Wulandari
Procurement Officer



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.
--

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice: As Requested


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

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
KS

State of New Mexico
 General Services Department
 Purchasing Division
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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	

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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	

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5	Each	<p>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.</p>				
		<p>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.</p>				
			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	

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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	

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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	

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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	

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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%		

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		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%	

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		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%

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				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:

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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

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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.

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Item #	Approx. Quantity	Unit	Description	Manufacturer	Price
1		Each	LED Light Bar		
			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

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		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	Fenlex 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

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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

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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%		

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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	
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%

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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	MFG	Model #	Price
1		Each	In-Vehicle Camera (With wireless downloading capability)			
			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

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2		Each	In-Vehicle Camera (With-Out wireless downloading capability)	MFG	Model #	Price
60-100			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
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	
60-100			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%				

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			% 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

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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 catalog 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

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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	
		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

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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

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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

State of New Mexico
 General Services Department
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 Price Agreement #: 60-000-15-00032

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%

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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%

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 General Services Department
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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%

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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



City of Santa Fe, New Mexico

Memorandum



DATE: August 18, 2021

TO: Governing Body
Quality of Life Committee
Finance Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Director
Andrew Padilla, Chief of Police (8-18-21)

FROM: Ben Valdez, Deputy Chief of Police *Ben Valdez DC 8/18/21*

ITEM AND ISSUE:

In order to increase quality and reliability of digital evidence, efficiency, accountability, and officer and public safety, request for the Approval of the Agreement between the City of Santa Fe and Axon Enterprise, Inc. for providing equipment and services. Total Amount for 5 years is \$5,481,937.15 for providing body worn cameras, in-car cameras, interview room cameras, less lethal taser devices, empathy training devices and all associated equipment and software to manage the provided devices. In addition to the equipment, digital media evidence management cloud services will be provided. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

The Santa Fe Police Department has been utilizing in car video cameras since the late 1990s and began using body worn cameras in 2016. On September 20, 2020, Senate Bill 8 required all law enforcement agencies in the state of New Mexico to use body worn cameras and provided additional provisions for the amount of time digital media is maintained.

The current body worn camera and in car-camera devices are inadequate and in immediate need of replacement due to substandard recording quality, lack of a robust video management software, and other operational deficiencies with the equipment.

In an independent audit of the Department's Evidence Unit by SCS Northwest Consulting Services, LLC, the consultant noted our Evidence Staff at the time collectively conducted at least 80 man hours per week fulfilling Inspection of Public Records Act (IPRA) and Discovery requests per week. The consultant stated, "This forces the Evidence Unit to get more behind every week in Case Reviews, purging and other evidence management." A recommendation in the audit summary stated that the Department needs a reputable software system to better manage these requests and produce them in a timely manner. The consultant added, "This will allow more time on managing property and evidence rather than handling digital evidence requests. Evidence.com (Axon) is an option that should be highly considered. The time savings alone would pay for itself in a short period of time." The consultant also wrote in his summary, "The requests in this area will continue to grow, and better systems and practices need to be implemented as soon as possible. The property and evidence functions are suffering due to the time now required to physically produce CDs of body and car camera videos, as well as other digital evidence." (SCS Northwest Consulting Services, LLC - Review Summary of the Santa Fe Police Department Evidence Unit, January 3, 2020)

The Department conducted a test and evaluation of Axon products and is confident in the equipment and service that the vendor can provide. Axon products are in use with numerous law enforcement agencies in New Mexico including the Albuquerque Police Department, Rio Rancho Police Department, Town of Bernalillo Police Department, Sandoval County Sheriff's Office, Las Cruces Police Department, Espanola Police Department, Rio Arriba County Sheriff's Office, Taos Police Department, Taos County Sheriff's Office and additional smaller agencies. Larger agencies nationwide include Los Angeles Police Department, New York Police Department, Seattle Police Department, Denver Police Department, Phoenix Police Department, Dallas Police Department, Chicago Police Department, Cincinnati Police Department, Virginia Beach Police Department, Las Vegas Metropolitan Police Department, Washington D.C. Metropolitan Police Department, U.S. Customs & Border Protection Agency and numerous additional agencies.

The equipment works as a system and allows accountability, transparency, durability and efficiency in comparison to the current systems being used. The equipment is provided as part of a complete service, so in the event of damage or failure it is replaced by the vendor in short order. In addition, the equipment includes a refresh that occurs halfway through the service contract.

The digital media management software is secured via cloud based storage with numerous features. One key feature is the ability it would give the Department to fulfill Inspection of Public Records Act and Discovery Requests from the District Attorney's Office in a timely manner with high quality evidence. Once video recordings are complete, they are uploaded to the cloud from the patrol vehicle's modem, negating the need to dock the camera or park a patrol vehicle in the Department parking lot to upload the videos. Videos are easily sorted within the software, linking video recordings from police cameras to call events, and easily tagged to the issued officer. Protected items permissible by IPRA can be redacted with the integrated software tools. An additional resource is members of the public can submit their digital evidence via a link provided by the officer and immediately begin the chain of custody for evidence.

The management software will improve efficiency of our workforce, saving countless hours our Evidence staff spends locating, sorting, downloading and delivering digital media evidence. The current method is extremely time consuming and prone to human error. Digital media can be stored a number of ways currently which complicates the process and stores evidentiary media in "silos", requiring staff to go to different locations to collect all the required files. For example, CD-R discs, thumb drives, or hard drives are mediums on which digital files are currently submitted. Each device is stored in a separate manner and requires a staff member to physically retrieve the device from its respective storage location. In addition, it is then downloaded and copied. All of these laborious steps increase potential for error. With Axon Evidence, there is no limitation to the size of the file as the storage is a secured cloud storage and can be easily shared via a link. The actions taken to share the media is also logged for tracking and accountability.

The current body worn camera and in-car camera have experienced operational failures to include;

- not capturing events during a critical incident due to record button and button to end recording being the same function.
- not capturing events during a critical incident due to camera lens being out of focus or audio functionality of camera not capturing audio of event as a result of wear/damage.
- tethered camera head consistently dislodges from officer's uniform during physical activity such as running, apprehending a fleeing individual and during use of force incidents.
- recorded videos requiring to be recovered from server due to technical errors.

The operational failures have shaken the confidence our staff have in the equipment that it will properly operate and capture critical data during events required to be recorded by State Law. This causes concern for liability for both the employee and Department if an event is not captured due to failure in the equipment currently being fielded.

Axon's Officer Safety Plan 7+ is a comprehensive package that includes body worn cameras for all sworn personnel and civilian field personnel. In addition, Special Operations teams will also be issued a helmet-mounted camera that provides a clear vantage point during critical incidents. Included in the package is installation of the Fleet 3 Camera system on all Department vehicles. In addition, sworn personnel are issued a Taser 7 less lethal device. The aforementioned systems can all be connected and communicate with each other. For example, if an officer arrives to an incident where an officer on scene has their in-car or body worn camera engaged, the Axon body worn and in-car camera will automatically engage. This ensures personnel are not delayed in their response while they stop to confirm their video recording device is engaged (as they often are with our current system). It also ensures that video is always available on every incident, which is not always the case currently due to cameras not being properly engaged to record in dynamic situations. Importantly, when an Axon body worn camera or in-car camera is actively recording, a supervisor can view the live video stream and be provided a GPS location for the Department staff member. This function assists greatly with long-term critical incident management and allows for a common operating picture to be developed between personnel in the field and the incident commander, resulting in better public safety outcomes in the field.

Above listed equipment and interview room recorders are all managed by Axon Evidence. This allows recordings and digital media files to be tagged and organized together, vastly improving the manner we fulfill requests by way of Discovery or IPRA. Axon Evidence also monitors the health of each device and sends an automatic message to Axon and to the equipment manager when it is in need of replacement or is malfunctioning.

Finally, the resources provided by Axon also includes Virtual Reality Empathy training where Department staff can work through real-life scenarios and hone their de-escalation techniques. This training is invaluable and essential to the current challenges law enforcement officers face each day when assisting people in crisis.

The total cost of the service contract is \$5,481,937.15 for (5) years of service. This includes a discount of \$680,700.08 being offered by Axon to assist with getting our Department trained and equipped. By bundling the equipment and services in a single package, we save \$1,730,189.44 versus purchasing the equipment and services separately. Each year will cost \$1,087,965.03 for this service to be provided.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement [AXON] # 80-000-18-00048AF which expires on January 31, 2022.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Police Administration GF /1000310

Munis Object Name/Number: Inventory Exempt/572400

ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Axon Enterprise, Inc.

Procurement Title: Police Digital Media Equipment and Evidence Managemant Software

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 Ben Valdez, Deputy Chief of Police


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:

<u>Ben Valdez</u>	<u>Deputy Chief of Police</u>	<u>8/19/2021</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
	<u>Chief Procurement Officer</u>	<u>Aug 23, 2021</u>
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 # 3202931

Contractor: Axon Enterprise, Inc.

Description: **Body worn, in-car and interview room cameras. Less lethal taser devices and associated equipment/software to manage devices and digital evidence.**

Contract Agreement Lease / Rent Amendment

Term Start Date: Upon approval Term End Date: 5 years after approval

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)

3. Procurement History: New contract.

Steve Denny
Fran Denny (Aug 23, 2021 11:41 MDT)

Aug 23, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Use of NM SWPA AXON - Body Cameras/equipment & maintenance agreement.

4. Funding Source: General Fund / Police Administration

Org / Object: 1000310/572400

Andy Hopkins
Andy Hopkins (Aug 20, 2021 11:55 MDT)

Aug 20, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Ben Valdez, Deputy Chief Phone # 505-955-5040

Email: bpvaldez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME				DATE	
Police / Operations				8/17/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
Police Operations - Salaries	1000067	500110			(66,229)
Police Operations - FICA	1000067	503100			(960)
Police Operations - PERA	1000067	503150			(18,577)
Police Operations - Employee Health	1000067	503200			(11,420)
Police Operations - Retiree Health Care	1000067	503250			(1,656)
Police Operations - Employee Dental	1000067	503400			(466)
Police Operations - Salaries	1000065	500110			(132,459)
Police Operations - FICA	1000065	503100			(1,921)
Police Operations - PERA	1000065	503150			(37,155)
Police Operations - Employee Health	1000065	503200			(22,839)
Police Operations - Retiree Health Care	1000065	503250			(3,311)
Police Operations - Employee Dental	1000065	503400			(931)
Police Administration - Inventory Exempt Equipment	1000310	572400		1,200,000	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>

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

Appropriation for Police body cameras. Funding provided from the following sources: 1) a freeze on 3 vacant Police positions: a) Police Detective, MUNIS pos # 210250, b) Senior Police Officer, MUNIS pos # 210401, and c) Senior Police Officer, MUNIS pos # 210404 (totaling \$297,924 in vacancy savings from keeping these 3 positions frozen throughout FY22); and 2) use of \$902,076 in General Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates.	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>
See attached memo.	
TOTAL:	\$ 1,200,000 \$ (297,924)
	(902,076)

Andy Hopkins Prepared By <i>{print name}</i>	8/17/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Alexis Lotero <small>Alexis Lotero (Aug 25, 2021 09:54 MDT)</small> Budget Officer
Division Director Signature <i>{optional}</i>	Date	CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>	N/A Finance Director {≤ \$5,000}
Department Director Signature	Date	Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	N/A City Manager {≤ \$60,000}

A. Padilla (Aug 25, 2021 09:48 MDT)



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the Santa Fe Police Department ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \$5,481,937.15. This amount is a maximum. 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.



Master Services and Purchasing Agreement

- 4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
- 5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 **Warranty.**
- 7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.
- 7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.
- If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.
- 7.3 **Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.
- 7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.
- 7.4.1 **To the extent permitted by law, the above warranties and remedies are**



Master Services and Purchasing Agreement

exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9 **Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP



Master Services and Purchasing Agreement

indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 Agency Responsibilities. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 Termination.

17.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. This Agreement may also be terminated by the Agency upon 30 days written notice to the Axon.

17.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 Confidentiality. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.



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- 19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 New Mexico Tort Claims Act.** Any liability incurred by the AGENCY 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 AGENCY 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.
- 19.12 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Santa Fe Police Department
Attn: Ben Valdez, Deputy Chief of Police
2515 Camino Entrada
Santa Fe, NM 87507-4808
bpvaldez@santafenm.gov

19.13 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. This agreement incorporate the additional terms and conditions between Agency and Axon.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

City of Santa Fe:

Alan Webber, Mayor

Date: _____

Attest:

Kristine Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez

Marcos Martinez (Aug 19, 2021 08:29 MDT)

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy, Finance Director

AXON:

DocuSigned by:


Name & Title Bobby Driscoll

VP, Assoc. General Counsel

Date: 8/19/2021 | 11:11 AM MST



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Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud



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Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use



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of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



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- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“**OSP 7 Term**”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received

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by Agency.

- 9** **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2** Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.



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- 7** **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 8** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "Third-party Installer"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.
- 4 **Wireless Offload Software.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both

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offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

- 6** **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5 years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

- 7** **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 7.1** Axon Fleet Unlimited coverage terminates, and no refunds will be given.
 - 7.2** Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
 - 7.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.



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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.



Master Services and Purchasing Agreement



Master Services and Purchasing Agreement

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Master Services and Purchasing Agreement

Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Master Services and Purchasing Agreement

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 8.0

Release Date: 11/8/2019

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Master Services and Purchasing Agreement

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-331287-44421.810AS

Issued: 08/13/2021

Quote Expiration: 09/01/2021

EST Contract Start Date: 10/01/2021

Account Number: 106844

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business/Delivery: Invoice-2515 Camino Entrada 2515 Camino Entrada Santa Fe, NM 87507-4808 USA	Santa Fe Police Dept. - NM 2515 Camino Entrada Santa Fe, NM 87507-4808 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allen Sliper Email: asliper@axon.com Phone: Fax:	Sean Strahon Phone: (505) 955-5080 Email: sfsirahon@santafenm.gov Fax: (505) 955-5052

Program Length	60 Months
TOTAL COST	\$5,481,937.15
ESTIMATED TOTAL W/ TAX	\$5,481,937.15

Bundle Savings	\$1,730,189.44
Additional Savings	\$680,700.08
TOTAL SAVINGS	\$2,116,189.44

PAYMENT PLAN	PLAN NAME	INVOICE DATE	AMOUNT DUE
	Year 1	Sep. 2021	\$1,087,965.03
	Year 2	Sep. 2022	\$1,087,965.03
	Year 3	Sep. 2023	\$1,087,965.03
	Year 4	Sep. 2024	\$1,087,965.03
	Year 5	Sep. 2025	\$1,087,965.03

BILLED ON FULFILLMENT

PLAN NAME **INVOICE DATE** **AMOUNT DUE**

None As Fulfilled \$40,000.00

Quote Details

Bundle Summary

Item	Description	QTY
OSP7+Premium	2021 - OFFICER SAFETY PLAN 7 PLUS Premium	193
AB3C	AB3 Camera Bundle	193
AB3MBD	AB3 Multi Bay Dock Bundle	22
Flex2C	Flex 2 Camera Bundle	45
Flex2MBD	Flex 2 Multi-Bay Dock Bundle	2
BWCamTAP	Body Worn Camera TAP Bundle	45
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2
Fleet3A	Fleet 3 Advanced	240
DynamicBundle	Dynamic Bundle	1

Individual Items USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Other	50041	AXON STREAMING SERVER LICENSE (PER SERVER)	2	\$1,750.00	0.00%	\$1,750.00	\$3,500.00
Other	50037	(DEPR) AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) LICENSE	4	\$1,500.00	0.00%	\$1,500.00	\$6,000.00
Other	50448	EXT WARRANTY, INTERVIEW ROOM	4	\$1,059.38	0.00%	\$1,059.38	\$4,237.52
Other	85055	AXON FULL SERVICE	1	\$17,000.00	0.00%	\$17,000.00	\$17,000.00
Other	85014	AXON 1-DAY SERVICE	1	\$2,000.00	0.00%	\$2,000.00	\$2,000.00
Other	85014	AXON 1-DAY SERVICE	1	\$2,000.00	0.00%	\$2,000.00	\$2,000.00
Other	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$17,000.00	0.00%	\$17,000.00	\$17,000.00
Other	11609	SMART WEAPON TRANSITION SERVICE	1	\$2,000.00	0.00%	\$2,000.00	\$2,000.00
Other	85170	INTERVIEW ROOM, INSTALL AND SETUP	4	\$2,500.00	0.00%	\$2,500.00	\$10,000.00
Other	50043	AXON STREAMING SERVER MAINTENANCE	2	\$1,750.20	20.00%	\$1,400.16	\$2,800.32

(PER SERVER)					
Item	Description	QTY	List Unit Price	Discount	Net Unit Price
50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	4	\$1,500.00	20.00%	\$1,200.00
					\$4,800.00

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS Premium							
		Quantity: 193	Start: 10/1/2021	End: 9/30/2026	Total: 2381619.91 USD		
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	191	\$59.22	25.98%	\$59.22	\$11,310.35
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2	\$59.22	25.98%	\$59.22	\$118.43
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4	\$555.15	25.98%	\$555.15	\$2,220.62
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	193	\$222.06	100.00%	\$0.00	\$0.00
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	579	\$28.13	25.98%	\$28.13	\$16,286.01
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	579	\$28.13	25.98%	\$28.13	\$16,286.01
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	193	\$1,273.15	25.98%	\$1,273.15	\$245,718.81
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$36.27	25.98%	\$36.27	\$1,813.50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$36.27	25.98%	\$36.27	\$1,813.50
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	2	\$222.06	25.98%	\$222.06	\$444.12
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3	\$111.03	25.98%	\$111.03	\$333.09
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6	\$1,273.15	25.98%	\$1,273.15	\$7,638.93
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3	\$55.52	25.98%	\$55.52	\$166.55
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	\$28.13	86.32%	\$5.20	\$2,007.14
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	\$28.13	25.98%	\$28.13	\$10,857.34

Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	231	\$63.66	25.98%	\$63.66	\$14,704.93
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,106.61	25.98%	\$1,106.61	\$1,106.61
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,106.61	25.98%	\$1,106.61	\$1,106.61
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,106.61	25.98%	\$1,106.61	\$1,106.61
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,106.61	25.98%	\$1,106.61	\$1,106.61
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,106.61	25.98%	\$1,106.61	\$1,106.61
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386	\$28.13	25.98%	\$28.13	\$10,857.34
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	\$277.58	25.98%	\$277.58	\$555.15
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	\$277.58	25.98%	\$277.58	\$555.15
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	\$277.58	25.98%	\$277.58	\$555.15
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	\$277.58	25.98%	\$277.58	\$555.15
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	\$277.58	25.98%	\$277.58	\$555.15
Docks	74200	TASER 7 6-BAY DOCK AND CORE	2	\$1,110.31	25.98%	\$1,110.31	\$2,220.62
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	\$32.50	25.98%	\$32.50	\$64.99
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$7.74	25.98%	\$7.74	\$15.47
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	193	\$111.03	25.98%	\$111.03	\$21,428.97

E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	193	\$1,732.08	100.00%	\$0.00	\$0.00
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	1	\$222.06	25.98%	\$222.06	\$222.06
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	193	\$1,065.90	25.98%	\$1,065.90	\$205,718.08
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5790	\$17.76	25.98%	\$17.76	\$102,859.04
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	193	\$843.83	25.98%	\$843.83	\$162,860.14
Records	73681	AXON RECORDS FULL	193	\$1,287.96	25.98%	\$1,287.96	\$248,576.01
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	193	\$399.71	25.98%	\$399.71	\$77,144.28
Redaction	73478	REDACTION ASSISTANT USER LICENSE	193	\$399.71	25.98%	\$399.71	\$77,144.28
Auto Tagging	73682	AUTO TAGGING LICENSE	193	\$399.71	25.98%	\$399.71	\$77,144.28
Performance	73739	PERFORMANCE LICENSE	193	\$399.71	25.98%	\$399.71	\$77,144.28
On-Demand Transcription	85760	Auto-Transcribe Unlimited Service	193	\$888.25	25.98%	\$888.25	\$171,431.73
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	193	\$406.37	25.98%	\$406.37	\$78,430.02
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$1,480.41	25.98%	\$1,480.41	\$1,480.41
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	193	\$184.31	25.98%	\$184.31	\$35,572.08
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	386	\$0.74	25.98%	\$0.74	\$285.72
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	193	\$518.29	25.98%	\$518.29	\$100,030.41
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	199	\$558.86	25.98%	\$558.86	\$111,212.26
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	199	\$584.76	25.98%	\$584.76	\$116,367.80
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22	\$932.66	25.98%	\$932.66	\$20,518.51
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	22	\$1,191.73	25.98%	\$1,191.73	\$26,218.10
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	22	\$1,247.25	25.98%	\$1,247.25	\$27,439.44
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	193	\$555.15	25.98%	\$555.15	\$107,144.83
VR Headset	20378	HTC FOCUS 3 VR HEADSET	8	\$962.27	25.98%	\$962.27	\$7,698.14
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	6	\$518.29	25.98%	\$518.29	\$3,109.75
Other	80395	EXT WARRANTY, TASER 7 HANDLE	193	\$226.69	25.98%	\$226.69	\$43,750.81
Other	80395	EXT WARRANTY, TASER 7 HANDLE	6	\$226.69	25.98%	\$226.69	\$1,360.13
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	231	\$15.23	25.98%	\$15.23	\$3,518.92
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$226.69	25.98%	\$226.69	\$453.38
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	2	\$148.04	25.98%	\$148.04	\$296.08
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	2	\$377.51	25.98%	\$377.51	\$755.01
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2	\$629.18	25.98%	\$629.18	\$1,258.35
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2	\$37.01	25.98%	\$37.01	\$74.02
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5- DEGREE)	4	\$44.41	25.98%	\$44.41	\$177.65

CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4	\$44.41	25.98%	\$44.41	\$177.65
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Bundle: AB3 Camera Bundle Quantity: 193 Start: 10/1/2021 End: 9/30/2026 Total: 134907 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	193	\$699.00	0.00%	\$699.00	\$134,907.00
Spare Camera	73202	AXON BODY 3 - NA10	6	\$0.00	0.00%	\$0.00	\$0.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	193	\$0.00	0.00%	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	193	\$0.00	0.00%	\$0.00	\$0.00
Spare Mounts	74028	WING CLIP MOUNT, AXON RAPIDLOCK	19	\$0.00	0.00%	\$0.00	\$0.00
Spare USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	6	\$0.00	0.00%	\$0.00	\$0.00

Bundle: AB3 Multi Bay Dock Bundle Quantity: 22 Start: 10/1/2021 End: 9/30/2026 Total: 33855.8 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	22	\$1,495.00	0.00%	\$1,495.00	\$32,890.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	22	\$0.00	0.00%	\$0.00	\$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	22	\$43.90	0.00%	\$43.90	\$965.80

Bundle: Flex 2 Camera Bundle Quantity: 45 Start: 10/1/2021 End: 9/30/2026 Total: 61732.32 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Camera	11528	FLEX 2 CAMERA, (ONLINE)	45	\$470.00	0.00%	\$470.00	\$21,150.00
Spare Camera	11528	FLEX 2 CAMERA, (ONLINE)	1	\$0.00	0.00%	\$0.00	\$0.00
Components	11532	FLEX 2 CONTROLLER	45	\$262.00	0.00%	\$262.00	\$11,790.00
Camera Mounts	11546	EPAULETTE MOUNT, FLEX 2	45	\$0.00	0.00%	\$0.00	\$0.00
Cables	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	45	\$0.00	0.00%	\$0.00	\$0.00
Spare Mounts	11546	EPAULETTE MOUNT, FLEX 2	4	\$0.00	0.00%	\$0.00	\$0.00
Spare USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	1	\$0.00	0.00%	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	45	\$0.00	0.00%	\$0.00	\$0.00
Spare Components	11532	FLEX 2 CONTROLLER	1	\$0.00	0.00%	\$0.00	\$0.00
Other	80489	EXT WARRANTY, FLEX 2 CAMERA	45	\$625.92	0.00%	\$625.92	\$28,166.40
Other	80489	EXT WARRANTY, FLEX 2 CAMERA	1	\$625.92	0.00%	\$625.92	\$625.92

Bundle: Flex 2 Multi-Bay Dock Bundle Quantity: 2 Start: 10/1/2021 End: 9/30/2026 Total: 5325.8 USD						
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price Total(USD)
Dock	11537	DOCK, FLEX 2, 6-BAY + CORE	2	\$1,563.00	0.00%	\$1,563.00 \$3,126.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	0.00%	\$0.00 \$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	\$43.90	0.00%	\$43.90 \$87.80
Other	80500	EXT WARRANTY, FLEX 2 SIX BAY AND CORE DOCK	2	\$1,056.00	0.00%	\$1,056.00 \$2,112.00

Bundle: Body Worn Camera TAP Bundle Quantity: 45 Start: 10/1/2021 End: 9/30/2026 Total: 75600 USD						
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price Total(USD)
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	46	\$803.12	-6.37%	\$803.12 \$36,943.69
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	46	\$840.35	-6.37%	\$840.35 \$38,656.31

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 2 Start: 10/1/2021 End: 9/30/2026 Total: 2560.77 USD						
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price Total(USD)
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$864.86	46.28%	\$864.86 \$1,729.71
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$905.14	46.28%	\$905.14 \$1,810.29

Bundle: Fleet 3 Advanced Quantity: 240 Start: 10/1/2021 End: 9/30/2026 Total: 2702399.98 USD						
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	480	\$882.77	73.26%	\$272.77 \$130,931.05
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	240	\$1,038.56	13.45%	\$1,038.56 \$249,253.56
ALPR License	80401	FLEET 3, ALPR LICENSE, 1 CAMERA, LICENSE	240	\$2,544.46	13.45%	\$2,544.46 \$610,671.22
Respond License	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	240	\$778.92	13.45%	\$778.92 \$186,940.17
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	240	\$2,081.44	13.45%	\$2,081.44 \$499,545.68
SIM	72034	FLEET SIM, VZW	240	\$12.98	13.45%	\$12.98 \$3,115.67
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	240	\$21.64	13.45%	\$21.64 \$5,192.78

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	240	\$1,038.56	13.45%	\$1,038.56	\$249,253.56
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	240	\$2,345.41	13.45%	\$2,345.41	\$562,897.62
Axon Signal Unit	70112	AXON SIGNAL UNIT	240	\$241.46	13.45%	\$241.46	\$57,951.45
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	240	\$21.64	13.45%	\$21.64	\$5,192.78
Spare Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	\$2,081.44	13.45%	\$2,081.44	\$16,651.52
Spare Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	8	\$2,345.41	13.45%	\$2,345.41	\$18,763.25
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	240	\$379.97	13.45%	\$379.97	\$91,193.57
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	240	\$49.19	13.45%	\$49.19	\$11,806.31
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	\$379.97	13.45%	\$379.97	\$3,039.79

Bundle: Dynamic Bundle **Quantity: 1** **Start: 10/1/2021** **End: 9/30/2026** **Total: 11618.5 USD**

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Other	74056	WALL MOUNT	4	\$64.00	0.00%	\$64.00	\$256.00
Other	50298	AXIS P3245-LV NETWORK CAMERA	5	\$796.00	0.00%	\$796.00	\$3,980.00
Other	50118	LOUROE MICROPHONE	5	\$196.50	0.00%	\$196.50	\$982.50
Other	50268	POS-X TP6 TOUCH PANEL W/4GB RAM	4	\$1,600.00	0.00%	\$1,600.00	\$6,400.00

Requested Ship Date	Item	Description	QTY
09/01/2021	50448	EXT WARRANTY, INTERVIEW ROOM	4
09/01/2021	80500	EXT WARRANTY, FLEX 2 SIX BAY AND CORE DOCK	2
09/01/2021	80489	EXT WARRANTY, FLEX 2 CAMERA	1
09/01/2021	80489	EXT WARRANTY, FLEX 2 CAMERA	45
09/01/2021	50268	POS-X TP6 TOUCH PANEL W/4GB RAM	4
09/01/2021	50118	LOUROE MICROPHONE	5
09/01/2021	50298	AXIS P3245-LV NETWORK CAMERA	5
09/01/2021	74056	WALL MOUNT	4
09/01/2021	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8
09/01/2021	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	240
09/01/2021	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	240
09/01/2021	72036	FLEET 3 STANDARD 2 CAMERA KIT	8
09/01/2021	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	240
09/01/2021	70112	AXON SIGNAL UNIT	240
09/01/2021	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	240
09/01/2021	72034	FLEET SIM, VZW	240

09/01/2021	72036	FLEET 3 STANDARD 2 CAMERA KIT	240
09/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2
09/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2
09/01/2021	11537	DOCK, FLEX 2, 6-BAY + CORE	2
09/01/2021	11532	FLEX 2 CONTROLLER	1
09/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	45
09/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	1
09/01/2021	11546	EPAULETTE MOUNT, FLEX 2	4
09/01/2021	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	45
09/01/2021	11546	EPAULETTE MOUNT, FLEX 2	45
09/01/2021	11532	FLEX 2 CONTROLLER	45
09/01/2021	11528	FLEX 2 CAMERA, (ONLINE)	1
09/01/2021	11528	FLEX 2 CAMERA, (ONLINE)	45
09/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	22
09/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	22
09/01/2021	74210	AXON BODY 3 - 8 BAY DOCK	22
09/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	6
09/01/2021	74028	WING CLIP MOUNT, AXON RAPIDLOCK	19
09/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	193
09/01/2021	74028	WING CLIP MOUNT, AXON RAPIDLOCK	193
09/01/2021	73202	AXON BODY 3 - NA10	6
09/01/2021	73202	AXON BODY 3 - NA10	193
09/01/2021	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4
09/01/2021	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	4
09/01/2021	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2
09/01/2021	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2
09/01/2021	20298	VR-ENABLED GLOCK 17 CONTROLLER	2
09/01/2021	20188	VR CONTROLLER KIT PELICAN CASE	2
09/01/2021	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2
09/01/2021	80374	EXT WARRANTY, TASER 7 BATTERY PACK	231
09/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	6
09/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	193
09/01/2021	80464	EXT WARRANTY, CAMERA (TAP)	6
09/01/2021	20378	HTC FOCUS 3 VR HEADSET	8
09/01/2021	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22
09/01/2021	80464	EXT WARRANTY, CAMERA (TAP)	193
09/01/2021	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	386
09/01/2021	75015	SIGNAL SIDEARM KIT	193
09/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2
09/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2

09/01/2021	74200	TASER 7 6-BAY DOCK AND CORE	2
09/01/2021	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386
09/01/2021	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386
09/01/2021	20018	TASER 7 BATTERY PACK, TACTICAL	231
09/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386
09/01/2021	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	191
09/01/2021	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	2
09/01/2021	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4
09/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	579
09/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	579
09/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	193
09/01/2021	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
09/01/2021	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
09/01/2021	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3
09/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6
09/01/2021	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 7.5 IN., TASER 7	3
09/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386
09/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2023	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386
09/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2023	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386
09/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386
09/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386
09/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386
09/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This is a budgetary quote only. This quote contains hardware, software, and estimated installation costs. A review by an Axon engineer and the creation of a Statement of Work must be completed to determine the exact requirements for the agency to implement a Fleet program. This quote is subject to change based on the information gathered from the review outlined above.

Signature

8/13/2021

Date Signed

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

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.
Axon Enterprise, Inc.

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) ▶ _____

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) 5

Exemption from FATCA reporting code (if any) D

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
17800 North 85th Street

6 City, state, and ZIP code
Scottsdale, AZ 85255

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

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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.

or

Employer identification number

8	6	-	0	7	4	1	2	2	7
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶

Date ▶ 1/2/2021

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/17/2021

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 Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Indemnity Company		15580
	INSURER B: Navigators Insurance Co		42307
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 57008862262 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> Prod/Comp Ops			GNI0000018 GL excluding Products SIR applies per policy terms & conditions	03/01/2021	03/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$50,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
							Per Occ. SIR	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			GUI0000004 Commercial Umbrella SIR applies per policy terms & conditions	03/01/2021	03/01/2022	EACH OCCURRENCE	\$9,000,000
							AGGREGATE	\$9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

Certificate No : 57008862262

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

The City of Santa Fe is included as Additional Insured in accordance with the policy provisions of the General Liability and Excess Liability policies.

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Avenue 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 <i>Aon Risk Insurance Services West, Inc.</i>





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Numbe 570088862262			
CARRIER See Certificate Numbe 570088862262	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
B				IS21EXC744358IV XSLiab-\$15x\$10GL/\$1sir-x	03/01/2021	03/01/2022	Aggregate	\$10,000,000
							Each Occurrence	\$10,000,000



AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Numbe 570088862262			
CARRIER See Certificate Numbe 570088862262	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance
Products Liability Schedule

Products/Completed Operations Coverage
2/1/2021 - 2/1/2022:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
Lexington Insurance Company - Products Liability
Occurrence Coverage Form
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention



City of Santa Fe, New Mexico

Memorandum

DATE: August 16, 2021

TO: Governing Body
Quality of Life Committee
Finance Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police *EB (8-19-21)*

FROM: Benjamin Valdez, Deputy Chief of Police *B Valdez DC 8/16/21*

ITEM AND ISSUE:

Request for approval to utilize Cooperative Agreement #042016-WEX, (Sourcewell, formerly National Joint Powers Alliance (NJPA) with WEX Bank for the purchase of fuel for the Police Department Fleet. In the total estimated amount of \$2,100,000. (Benjamin Valdez, bpvaldez@santafenm.gov, 955-5040)

BACKGROUND AND SUMMARY:

This four year contract was approved on consent at the September 9, 2020 Governing Body Meeting however, the amount listed on the memo and caption was for the FY21 budgeted amount only and not the estimated total amount of the full contract. We have amended the memo/caption for agendas and are taking it back through committees/Governing Body for approval of the total estimated amount of \$2,100,000 for the four year contract.

The Santa Fe Police Department has participated in the use of fleet fuel cards for five years now. WEX provides the use of fuel cards throughout the State of New Mexico, it allows for our officers to fuel in multiple locations throughout the City of Santa Fe and surrounding areas if necessary. This agreement also provides an additional discounted price of about 8% if payment is received in full within five (5) calendar days of the billing date on invoice.

Each employee with the Police Department who is authorized to use a fleet vehicle is issued a fuel card. Each card is tracked for usage of fuel to ensure compliance with the POA Union Contract and Police Policies.

The requirements under the purchasing manual require that we bring the Cooperative Agreement with WEX forward to Committees and Governing Body for approval as purchases would be over \$60,000.

PROCUREMENT METHOD:

The procurement method is the Cooperative Agreement # 042016-Wex.

CONTRACT NUMBER:

The Munis contract number is 3202021.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Law Enforcement/Fund 223

Munis Org Name/Number: Police Admin (Spec Rev) /2230310

Munis Object Name/Number: Gasoline/531000

ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WEX Bank

Procurement Title: Fuel Purchase with Cooperative 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 AnnaMarie Bowen

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

AnnaMarie Bowen Fiscal Administrator 8/16/21

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

Fran Dunaway (Aug 23, 2021 09:47 MDT)

Chief Procurement Officer Aug 23, 2021

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

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



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202021

Contractor: WEX Bank

Description: Provides the use of fleet fuel cards for the Santa Fe Police Department.

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/21 Term End Date: 06/30/24

Approved by Council Date: 09/09/20

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: The total est. amount of 4 year contract, original only had FY21 budget amount listed.

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Munis Contract # 3200794 (Previous Agreement)

Current Contract # 3202021 fully executed on 9/9/20 Governing Body meeting. Memo presented only listed the FY21 budget amount, taking back to Governing Body for approval of the total estimated cost of four year contract; utilizing same Cooperative Agreement.

3. **Procurement History: Contract for 4 years utilizing Sourcewell Price Agreement w/WEX**

Steve Perry Aug 23, 2021
From: Steve Perry (Aug 23, 2021 10:41 MDT) Date:
Purchasing Officer Review: _____
Comment & Exceptions: Use of Cooperative Agreement/Sourcewell.

4. **Funding Source: 223 Law Enforcement (Special Rev)** Org / Object: 2230310/531000

Andy Hopkins Aug 20, 2021
Andy Hopkins (Aug 20, 2021 11:50 MDT) Date:
Budget Officer Approval: _____
Comment & Exceptions: _____

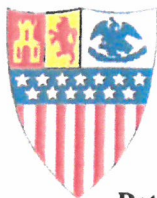
Staff Contact who completed this form: AnnaMarie Bowen Phone # 955-5122

Email: acbowen@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



REQUEST FOR WAIVER OF INSURANCE

Date: 07/13/21 Division/department: Police Department

Project manager: AnnaMarie Bowen Phone: 505-955-5122

Requested for (contractor name): WEX Bank

- General liability
 Auto liability
 Professional liability
 Workers compensation (Mandatory unless sole proprietor)
 Other insurance

Scope of services: Creditor provides the use of fleet fuel cards for Police Department.

Why the request for waiver: Vendor does not set foot on premises.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: (4) year (2,000,000)

Is our standard contract being used: Yes No

Was the contractor asked if they carry insurance: Yes No

Is there construction/demolition: Yes No

Is there potential for bodily injury or property damage: Yes No

Are crowds or children likely to be involved: Yes No

Will the contractor be working on site in the City: Yes No

Is the contractor a professional (licensed, certified): Yes No

Will the City rely on information to make future decisions: Yes No

Could poor, non-performance or the product cause loss: Yes No

Office of Risk Management recommendation: Yes No

Melanie Lovato

Insurance Waiver Approved

Insurance Waiver Not Approved

Jarel LaPan Hill

Jarel LaPan Hill, City Manager

Aug 19, 2021

Date

**AMENDMENT #1
TO
CONTRACT #042016-WEX**

THIS AMENDMENT is by and between **Sourcewell** and **WEX Bank** (Vendor).

Sourcewell awarded a contract to Vendor for Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services (Contract).

The parties agree to extend the Contract, which is set to expire on July 20, 2021, to satisfy the validated needs and requests of Sourcewell Members.

This Amendment is effective upon the date of the last signature below and has the effect of extending the Contract through November 17, 2021.

The Contract will not be extended again for additional time and that during the term of this extension Sourcewell will no longer market the Contract.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

WEX Bank

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
By: Tim Laukka
Tim Laukka

Date: 7/19/2021 | 8:12 PM CDT

Title: President

Approved:

Date: 7/19/2021 | 4:05 PM CDT

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

APPROVED
By Andreea Richard at 3:19 pm, Jul 19, 2021

Date: 7/19/2021 | 8:37 PM CDT

Letter of Agreement To Extend the Contract

Between

WEX Bank
7090 South Union Park Center
Suite 350
Midvale, UT 84047

And

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #042016-WEX) for the procurement of Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services. This Agreement has an expiration date of July 20, 2020, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on July 20, 2021. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

By:  Its: **Director of Operations & Procurement/CPO**

Name printed or typed: Jeremy Schwartz

Date 6/10/2019 | 5:07 PM CDT

WEX Bank

By:  Its: President/CEO

Name printed or typed: Tim Laukka

Date 6/5/19

APPROVED
By Eleanor Duffus at 10:07 am, Jun 05, 2019

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

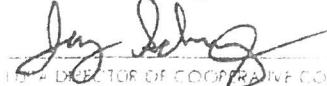
NJPA Contract #: 042016-WEX

Proposer's full legal name: WEX Bank

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 26, 2016

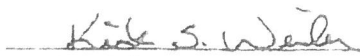
NJPA Contract # 042016-WEX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name WEX Bank

Authorized Signatory's Title President/CEO


VENDOR AUTHORIZED SIGNATURE

Kirk S. Weiler
(NAME PRINTED OR TYPED)

Executed on May 27 2016

NJPA Contract # 042016-WEX

APPROVED
By A Gannon et 11:07 am, May 27, 2016

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: WEX Bank

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.26/pg 24	Subcontractors	WEX cannot confirm that the insurance coverages of all its subcontractors meet the minimum requirements listed in the RFP for WEX. Depending on the type of work a subcontractor is doing, maintaining the same limits as WEX may not be appropriate.	See Clarification #1
7.1/pg 26	Purchase Orders	WEX does not utilize against Purchase Orders. As is done under the current agreement with NJPA, piggy back agreements or standalone agreements will be issued between WEX and any applicable NJPA Member.	NJPA Accepts
7.5/pg 27	Performance Bond	Performance Bonds are not typically and customarily required in our industry and as such we will not agree to provide any Performance Bonds.	NJPA Accepts
7.6/pg 28	NJPA Member Sign-up Procedure	WEX can facilitate potential members in establishing their membership with NJPA by directing the potential member to the NJPA website and/or providing NJPA contact information.	NJPA Accepts
7.8/pg 28	Audits	WEX would only allow NJPA to audit member information with proof that each member has granted NJPA permission to view its transaction/invoice data.	NJPA Accepts

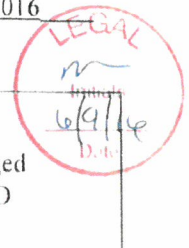
Proposer's Signature: _____

Date: April 18, 2016

NJPA's clarification on exceptions listed above:

NJPA Clarifications:

1. The subcontractors are subject to the minimum requirements as stated in 6.26. The limits may be changed based on the work if agreed upon between the Member and a specific subcontractor and/or Vendor at the PO level.



Contract Award
RFP 042016

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/
PROCESSING SERVICES

In compliance with the Request for Proposal (RFP) for FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: WEX Bank Date: April 13, 2016

Company Address: 7090 South Union Park Center, Suite 350

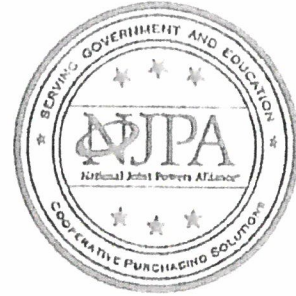
City: Midvale State: UT Zip: 84047

Contact Person: Denise Baumgart Title: Government Account Manager

Authorized Signature:  Bernie Kavanagh, Contracting Agent
(Name printed or typed)

APPROVED AS
TO RFP #11

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

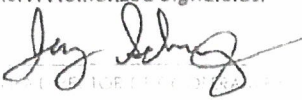
NJPA Contract #: 042016-WEX

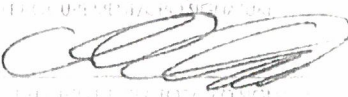
Proposer's full legal name: WEX Bank

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


JEREMY SCHWARZ
CHIEF PROCUREMENT OFFICER
NJPA


CHAD COQUETTE
CHIEF FINANCIAL OFFICER
NJPA

Jeremy Schwarz
CHIEF PROCUREMENT OFFICER

Chad Coquette
CHIEF FINANCIAL OFFICER

Awarded on May 26, 2016

NJPA Contract #: 042016-WEX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name: WEX Bank

Authorized Signatory's Title: President/CEO


KIRK S. WEILER
PRESIDENT/CEO

Kirk S. Weiler
PRESIDENT/CEO

Executed on: May 27, 2016

NJPA Contract #: 042016-WEX

APPROVED
By AG 0000011107 on May 27, 2016

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: WEX Bank

Address: 7090 South Union Park Center, Suite 350

City/State/Zip: Midvale, UT 84047

Telephone Number: 888-842-0075

E-mail Address: Denise Baumgart, Government Account Manager: denise.baumgart@wexinc.com

Authorized Signature: 

Authorized Name (printed): Bernie Kavanagh

Title: Contracting Agent

Date: April 13, 2016

Notarized



Subscribed and sworn to before me this 13th day of April, 2016

Notary Public in and for the County of Cumberland State of Maine

My commission expires: _____

STEPHANIE E. WOOD
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES 01/01/2021

Signature: 

- Couch-Tard/Circle K (600 sites)
- Petroles Crevier (25 sites)
- XTR Energy/Gulf (153 sites)
- 7-Eleven (197 sites)
- EKO (125 sites)
- Wilsons Fuel (81 sites)
- Western Petroleum (76 sites)
- South West Fuels (60 sites)
- Centex Petroleum (50 sites)
- Hughes Petroleum (25 sites)

WEX has also entered into a definitive agreement to acquire Electronic Funds Source LLC (EFS). EFS provides customized corporate payment solutions for fleet and corporate customers with a focus on the large and mid-sized fleet segments. EFS has established a proprietary network of over 14,000 accepting locations in the U.S. and Canada for the over the road (OTR) fleet industry and services a diverse base of more than 17,000 customers

Not Scored

1.

Company Name, Address, City/State/Zip, Phone, Fax, Toll-Free, Email, Website

This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX's contact information is as follows:

WEX Bank

WEX Inc.

7090 South Union Park Center, Ste 350 97 Darling Avenue

Midvale, Utah 84047

South Portland, Maine 04106

(888) 842-0075

(800) 761-7181

WEX's web site is www.wexinc.com.

For the purposes of this RFP, the primary contact via email is current NJPA Government Account Manager Denise Baumgart. Her email address is denise.baumgart@wexinc.com.

Not Scored

2.

Authorized Signer for your organization: Name, Email, Phone (person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer)

Bernie Kavanagh, Contracting Agent for WEX Bank

E: bernie.kavanagh@wexinc.com

P: 207-523-7377

Not Scored

3.

Who prepared your RFP response: Name, Title, Email, Phone

Denise Baumgart, Government Account Manager

E: Denise.Baumgart@wexinc.com

P: 913-393-3208

Not Scored

4.

Who is your company's primary contact for this proposal: Name, Title, Email, Phone

Denise Baumgart, Government Account Manager

E: Denise.Baumgart@wexinc.com

P: 913-393-3208

Not Scored

Other important contact information: Name, Title, Email, Phone

N/A.

Score 0

3.

Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

N/A for the WEX fleet card program. We do offer leasing and financing options for WEX Telematics solutions.

Not Scored

4.

Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this

information is captured by WEX and provided to NJPA quarterly in summary format.

Not Scored

5.

Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Not Applicable

10.

Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

N/A

Not Scored

11.

Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

N/A.

Not Scored

12.

Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

N/A.

Not Scored

What are your proposed exchange and return programs and policies?

N/A.

Describe any service contract options for the items included in your proposal.

N/A.

15.

Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide NJPA members with rebates in accordance with the below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample [Business Charge Account Agreement](#). Please also see the current [NJPA Agreement Addendum](#).

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all non-state government NJPA members' Monthly Retail Transactions based on the table below (the "Rebate").

Rebate Table – Non-State Members

Monthly Spend	Basis Points (Rebate Percentage) to member
\$0+	100 basis points (1.00%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45

days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)
Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice.	8 basis points (0.08%)

*Requires enrollment in WEX Direct Debit program

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly

Retail Transactions

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or

credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars (\$75.00), a minimum finance charge of seventy-five dollars (\$75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars (\$10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars (\$10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Over Credit Limit Fee	\$5.00 per transaction or \$100 flat fee per month ¹
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$3.00 per card swipe at a diesel pump ²

Program Maintenance Charge WAIVED

Paper Delivery Fee \$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services

¹*You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.*

²*Actual charges to be applied to your account will be disclosed on your billing statement*

WEX FLEET CLEARVIEW PRICING

WEX Fleet ClearView is available to fleets for a per active card per month fee as follows:

1-999 cards: \$0.80 per active card per month

1,000 to 9,999 cards: \$0.60 per active card per month

10,000+ cards: \$0.40 per active card per month

WEX PRIVATE SITE REBILLING

WEX Private Site Rebilling is available for a fee of \$0.35 per transaction.

WEX VIRTUAL FINANCIAL INCENTIVES

Subject to the expressed conditions below, NJPA's member organizations may be entitled to a rebate (the "Rebate") based on total Annual Net Spend in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment. Please see the attached [sample agreement](#)

Rebate Table

Annual Net Spend	Basis Points (Rebate Percentage) to member
\$2,000,000 - \$4,999,999	110 basis points (1.10%)
\$5,000,000 - \$14,999,999	115 basis points (1.15%)

\$15,000,000 - \$24,999,999 120 basis points (1.20%)

\$25,000,000 - \$49,999,999 130 basis points (1.30%)

\$25,000,000+ 135 basis points (1.35%)

Conditions

Member is eligible for the Rebate if it satisfies the following conditions:

- (1) Member's Annual Net Spend must exceed **Two Million Dollars (\$2,000,000)** in the Contract Year, and,
- (2) Member's Average Transaction Size must equal or exceed **One Hundred Twenty Five Dollars (\$125)**; and
- (3) Member must not be in Default (as defined by Section 12.1) on the last day of the Contract Year.
- (4) Issuer shall deduct from the Rebate any fraud or credit losses that we have suffered on Accounts whether or not such Accounts are individually or corporate billed
- (5) All transactions with Level 3 detail provided by the merchant will be accorded their full value when determining Annual Net Spend, however, when calculating the rebate all such transactions are accorded 60% of their face value. For example, a \$10,000 transaction is treated as a \$10,000 transaction in determining Annual Net Spend, but is treated as a \$6,000 transaction when calculating the rebate.
- (6) When calculating Rebates for purchases made in a country other than the U.S. via a US BIN, Issuer will use the full amount of the Transaction to determine Annual Net Spend but the applicable Rebate Percentage will be reduced by 50 basis points (0.50%) when paying the Rebate.

Calculation

The Rebate is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Rebate Percentage is determined by the Rebate Table above, adjusted in accordance with the DSO

For each day that the DSO is in excess of the number of days in the billing cycle, divided by two, plus the

number of payment due days, the Rebate Percentage will be reduced by one half of a basis point (0.005%).

For each day that the DSO is less than the number of days in the billing cycle, divided by two, plus the number of payment due days, the Rebate Percentage will be increased by one half of a basis point (0.005%).

Payment

The Rebate will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX Virtual Fee Schedule

Monthly Account Fees	WAIVED
Overnight Shipping Fee 1	\$25.00
Expedited Shipping Fee 2	\$25.00
Cross Border Transaction Fee 3	0.90% of total Transaction value
Multi-Currency Conversion Fee 4	0.20% of total Transaction value
Copy Retrieval Fee	\$5.00 per request
Returned Payment Fee (e.g. NSF/ACH)	\$35.00 per incident

Fees or Charges for Additional Products or Features is Available Upon Request.

1-Overnight Shipping Fee: This fee applies for each card a Company requests from Issuer for overnight delivery (24 hours or less). If the request is made by Company to Issuer, then the Company will pay the overnight shipping fee imposed by Issuer.

2-Expedited Shipping Fee: This fee applies for each card shipment the Company requests from Issuer for expedited delivery. If the request is made by Company to Issuer, then the Company will pay the

Expedited Shipping Fee

3-Cross Border Fee: A cross border fee shall be applied to any Transaction when the country code of the merchant and the country code of the Account User are not the same.

4-Multi-Currency Conversion Fee: The payment platform provider multi-currency conversion fee shall be applied to any Transaction that is billed through the payment platform provider in a currency other than U.S. dollars. The payment platform provider will convert the Transaction to U.S. dollars (or the Account User billing currency) at the exchange rate determined by the payment platform provider (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.

WEX TELEMATICS PRICING

Please see the attached [WEX Telematics Pricing](#) and [WEX Telematics Master Agreement](#).

Not Scored

16.

Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

N/A.

Not Scored

17.

The pricing offered in this proposal is: a) the same as the Proposer typically offers to an individual municipality, university, or school district, b) the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments, c) better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments, d) other than what the Proposer typically offers (please describe).

B and C. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments

Not Scored

18.

Describe any quantity or volume discounts or rebate programs that you offer.

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide NJPA members with rebates in accordance with the

below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the attached current NJPA Agreement Addendum.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all State Government NJPA members' Monthly Retail Transactions based on the tier established in the table below (the "Rebate").

WEX is pleased to offer the following rebate tiers for statewide contract adoption. These tiers would apply to statewide spend thresholds that aggregate the purchases by the state and local governments participating in the state's contract.

Monthly Spend	Basis Points (Rebate Percentage) to member
\$0 - \$1,499,999	130 basis points (1.30%)
\$1,500,000 - \$2,999,999	145 basis points (1.45%)
\$3,000,000 - \$4,499,999	150 basis points (1.50%)
\$4,500,000 - \$5,999,999	155 basis points (1.55%)

\$6,000,000+ 160 basis points (1.60%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)

Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice	8 basis points (0.08%)
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*Enrollment in WEX's Direct Debit program required.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. WEX will

review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars (\$75.00), a minimum finance charge of seventy-five dollars (\$75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars (\$10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars (\$10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request

General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Over Credit Limit Fee	\$5.00 per transaction or \$100 flat fee per month ¹
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)
Truck Stop Fee	\$3.00 per card swipe at a diesel pump ²
Program Maintenance Charge	WAIVED
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

¹*You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.*

²*Actual charges to be applied to your account will be disclosed on your billing statement.*

All pricing, terms and conditions for ancillary products as described in response to Question 15 also apply to State Government customers.

Not Scored

19

Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

N/A.

Not Scored

20.

Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

We have included our fee schedules in response to Question 15.

Not Scored

21.

If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Fleet cards are delivered via standard mail for no charge. The cost for expedited shipping depends on the option selected by the customer and is only charged if the customer does not use its own shipping account number.

Not Scored

22.

Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery .

WEX can ship cards to Alaska, Hawaii, Canada, or any U.S. territories.

Not Scored

23.

Describe any unique distribution and/or delivery methods or options offered in your proposal.

WEX offers standard shipping for new or replacement cards at no cost.

Not Scored

24.

Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Internal audits are performed on a three year cycle, based on risk. e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc.

SSAE 16

The SSAE SOC 1 scope includes North America fleet payment processing (Millennium and Classic platforms only). Objectives include:

- A review of controls surrounding contract approval

- Customer set-up
- Tax exemption enrollment
- Card production
- Processing transactions
- Customer billing
- Various general computer controls surrounding change management, computer operations and information security

The SSAE SOC 1 audit is performed each year by an independent auditor. The audit period is the 10 months ending October 31.

Not Scored

25.

Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract, it is not a line item addition to the Member's cost of goods.

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide the NJPA with revenue share in accordance with the below, depending on the monthly spend by NJPA members. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Revenue Share

Subject to the express conditions below, we will issue a monthly revenue share, paid one month in arrears, in the accordance with the below Rebate Table, based on all NJPA members' Monthly Retail Transactions and the tier established in the table below (the "Rebate").

NJPA Revenue Share – State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
\$0 - \$1,499,999	5 basis points (0.05%)
\$1,500,000 - \$2,999,999	5 basis points (0.05%)
\$3,000,000 - \$4,499,999	5 basis points (0.05%)
\$4,500,000 - \$5,999,999	5 basis points (0.05%)
\$6,000,000+	5 basis points (0.05%)

NJPA Revenue Share – Non-State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
\$0+	35 basis points (0.35%)

Calculation

We shall commence calculating the NJPA members' Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The NJPA Revenue Share will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Revenue share shall be paid to you monthly in arrears.

WEX VIRTUAL REVENUE SHARE

Subject to the express conditions below NJPA may be entitled to Revenue Share (the "Revenue Share") based on total Annual Net Spend of NJPA members in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment.

Revenue Share Table

Annual Net Spend	Basis Points (Revenue Share Percentage) to NJPA
\$2,000,000 - \$4,999,999	10 basis points (0.10%)
\$5,000,000 - \$14,999,999	10 basis points (0.10%)
\$15,000,000 - \$24,999,999	10 basis points (0.10%)
\$25,000,000 - \$49,999,999	5 basis points (0.05%)
\$25,000,000+	5 basis points (0.05%)

Calculation

The Revenue Share is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend of NJPA members is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Revenue Share Percentage is determined by the Revenue Share Table above.

Payment

The Revenue Share will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX TELEMATICS PRICING

Please see the attached [WEX Telematics Pricing](#).

Not Scored

26.

Describe all payment options—including frequency and methods of payment—and whether you allow electronic payments.

Billing cycles can be weekly or monthly, depending on credit approval. The WEX program offers fleets the flexibility to choose the payment option that meets your unique needs.

Payment Options

Paper Check

You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice.

Online Payment

You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts.

ACH

WEX supports customer initiated electronic payment through Automated Clearing House (ACH).

Direct Debit/EFT

The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account.

One-time Authorization for Electronic Payment

If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.)

Payment terms subject to credit approval.

Not Scored

27.

Provide information on any value-added tools and solutions that you offer NJPA Members related to fleet management, such as telematics or data analytics.

In addition to the WEX fleet card program described throughout this response, we are offering ClearView data analytics and reporting; Telematics; Virtual Payment; and Private Site Rebilling.

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

- Maximize the utilization and productivity of your workforce and vehicles
- Reduce overall operating costs and improve revenue
- Reduce fuel costs
- Reduce risk and Improve safety and compliance
- Improve customer experience and relations
- Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

- More than 30 years of fleet experience
- Consultation and guidance from people you know and trust
- A suite of solutions to meet your specific business case
- Proven implementation process to simplify enablement
- Best in class products backed by US-based world class customer service

- Innovative fuel/GPS integrated products to help curb card abuse

Features

- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)
 - Speed violations
 - Idling
 - Landmark entry/exit
 - Odd-hours usage
 - Diagnostic trouble codes (optional)
 - Odometer-driven maintenance

Reports

- Begin/end of day
- Stop and drive time
- Engine operating performance data and statistics
- Fuel usage, MPG
- Fuel guard
- Safety violations
- Custom reporting options

PRIVATE SITE REPORTING

Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card.

This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions.

Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.

WEX VIRTUAL

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls
- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power and control. Plus, because it's electronic your reconciliation is much easier, your account is secure and you can save on administrative costs.

Not Scored

Describe the controls at the transactional level that assist with mitigating fraud, waste, and abuse. WEX understands that it's critical for fleets to minimize waste and fraud and stay within budget. That's why WEX offers a variety of tools that provide added purchase controls and purchase policy enforcement capabilities.

Please see the attached [Levels of Control document](#).

RISK MITIGATION

In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of: a fleet management policy, controls; and alerts, along with a careful review of all reports including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses.

WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts.

Primary Functions

- Review Transaction activity
- Identify potentially abusive or fraudulent behavior
- Notify customers when such behavior occurs

Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as:

Red Flag Activity Indicators

- Date and Time of Purchase
- merchant Location
- Product Purchased
- Driver ID Number used to conduct sale

- Dollar Amount

Our Fraud Department has been instrumental in providing recommendations to prevent fraud from occurring, proactively working to identify fraudulent situations, and working closely with fleets, merchants and appropriate authorities, to minimize losses and prevent such situations from continuing or recurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently 11 people in WEX's fraud department who are focused on fleet card fraud. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

ACI/ReD PRISM

WEX utilizes ACI/ReD's enterprise fraud prevention service, PRISM, as a supporting tool to its in-house fraud initiatives. ACI/ReD PRISM uses predictive analytics and neural modeling technologies to score the likelihood of a transaction being fraudulent. The combination of custom scoring and dynamic rules assists client companies in identifying likely fraudulent transactions before they occur, thereby reducing overall fraud losses.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through *WEXOnline*®, fleet managers can set pre-determined limits on the amount of money their drivers can charge, the frequency with which their drivers can purchase fuel, the type of products and services that their drivers can purchase and the time of day or days when their drivers can make purchases. In addition, through *WEXOnline*®, fleet managers can perform real-time modifications to any pre-determined limits or add or remove driver identification numbers in response to changes or to prevent theft.

They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. These types of reports couple well with your card controls to effectively manage your program by identifying potential fraud or abuse.

Driver ID

The WEX card cannot be electronically activated without entering a valid Driver Identification Number (DID), rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid DID is required by all users at the point of sale, providing security to the fleet customer.

Not Scored

29.

NJPA Members must operate in such a way as to, for example, maintain tax exempt-status, generate proper reporting, and eliminate fraud and abuse. Provide the percentage of Level 3 Data for fuel and maintenance transactions that you are able to meet with no site exclusions.

WEX requires all of its accepting merchants to be capable of transmitting Level III data, thereby providing you with greater assurance that you will receive the detailed data you need. Level III data is included in 99.8%* of all transactions made with a WEX card. That data is included in standard and custom reporting. Some of our competitors claim 100% Level III data capture. However, this percentage is achieved through site lockout on their non-Level III locations, therefore decreasing the number of locations available to your drivers. This process forces your drivers to know which locations haven't been locked out due to insufficient data supply. Just 74% of MasterCard fueling locations are currently Level III capable.

Not Scored

30.

To ensure that Members receive the best data, describe your online management tools and reporting capabilities. Describe your ability to provide data validations on key data elements such as odometer readings, which help ensure the accuracy of data for vehicle analysis.

Please see the attached documentation describing [WEXOnline](#) and WEX's [reporting capabilities](#).

WEX uses a patented process that analyzes the transaction history on each vehicle to evaluate Odometer Reasonableness and adds an Adjusted Odometer value to Bad Odometer entries. These adjusted odometer values are calculated from the vehicle's Projected Fuel Economy and gallons purchased. The adjusted odometer field is passed to our customers through WEXLink files and through our online applications. This is available to the customer after data has been accumulated to make the calculation statistically valid, or at least 12 valid data points for each vehicle where the calculation is being requested. A report on this data can be made available to the customer daily.

Not Scored

31.

Describe your ability to provide files to interface with our Members' fleet-management systems.

WEX frequently interfaces with fleet management systems such as Assetworks, Faster, and Chevin. Many fleet management programs already have a file interface written specifically for WEX. We also interface with enterprise systems such as SAP. There are many customers currently utilizing the NJPA WEX contract taking advantage of these seamless file interfaces. There is a state on the NJPA WEX card

program that utilizes automatic daily file feeds for their fleet management program. There is another State on the program that utilizes a custom billing file to interface with their enterprise management system. WEX typically uses the WEXLink file interface program to accomplish these needs.

WEXLink is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. *WEXLink* files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs.

Not Scored

32

NJPA Members may require vendors to interface with privately owned fueling facilities. Describe your ability to seamlessly interface data for private-site fuel locations.

There are customers currently utilizing the NJPA WEX card program taking advantage of the WEX private site solutions described below.

Private Site and Bulk Fuel Solutions

For fleets with private site and bulk fueling needs, WEX offers secure, live authorizations and integrated reporting for onsite bulk fueling transactions. You can select one of two options.

Private Site Program

WEX's private site program allows you to use the WEX Fleet Card to activate pumps at your onsite bulk fuel tanks, allowing for increased security and asset-level fuel usage reporting on your bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the private site transactions with your retail transactions while excluding onsite fuel transactions from your invoice.

Private Site Rebilling Program

The private site rebilling program combines the same features and functionality of the private site program with the ability to allow other WEX Universal fleets to fuel at your onsite bulk tank. You will receive a private site report that details all of your transactions -- both non-financial and rebilled. WEX will handle the reconciliation and settlement on your behalf and will bill the visiting fleet. Funds from the visiting fleet transactions will be automatically deposited in your bank account via ACH 30 days after the transaction posts in the WEX system.

How It Works

- Fleet must have or install certified card readers (see certified equipment vendor list)
- Drivers who fuel at the site are prompted for Driver ID and Odometer reading
- Card reader provides fuel type, gallons, PPG, and total sale
- WEX integrates the information into your fleet's reports
- Depending on your set-up, certain fees may apply

The Benefits

- Consolidates tracking of onsite and retail fuel transactions into a comprehensive report.
- Minimizes time, effort, and cost of administering fuel usage.
- Purchase controls available through your WEX card monitor private site transactions for card abuse and misuse.

Easy Processing

- Driver swipes WEX fuel card at the onsite card reader.
- Card reader prompts driver for Driver ID and odometer reading on vehicle
- Card reader dials out via network to WEX for authorization.
- WEX authorizes sale and pump activates.
- Driver fuels vehicle.
- Card reader sends final sale to WEX via network.
- WEX processes this information and posts the information in your fleet reporting

**Rebilling functionality is only available for certain types of programs. Please contact your WEX Sales Representative for more information.*

Not Scored

33.

Describe the unique advantages of any virtual payment tool (if offered) in comparison to other fleet-settlement services

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer:

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls

- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power (and control). Plus, because it's electronic your reconciliation is much easier, your account is secure and you save on administrative costs.

Not Scored

IN WITNESS WHEREOF, the Parties have executed this Sourcewell Price Agreement (NJPA) as of the date of the signature by the required approval authorities below.

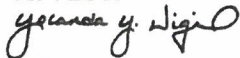
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Sep 16, 2020

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/20

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Aug 10, 2020 10:55 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

2230310/531000

Org. Name/Org#

Signature: *Geralyn Cardenas*
Geralyn Cardenas (Sep 16, 2020 13:35 MDT)

Email: gfcardenas@santafenm.gov




City of Santa Fe, New Mexico



Memorandum



DATE: July 21, 2021

TO: Finance Committee
Quality of Life Committee
Governing Body

VIA: Kyra Ochoa, Community Health and Safety Director 
Kyra Ochoa - Jul 21, 2021 14:08 MDT

FROM: Gino Rinaldi, Senior Services Division Director 
Yvette Sweeney, DSS Nutrition Program Manager 

ITEM AND ISSUE:

Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of \$109,484 for the Nutrition Services Incentive Program (NSIP), term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:

The Nutrition Service Incentive Program funds will be used to purchase raw food supplies for meal preparation for eligible senior citizens participating in our meal program. The contract funds represent cash payment to the City of Santa Fe for Fiscal Year 2022. Furthermore, this grant is funded at 100% Federal dollars which will subsidize the City's general fund account for its intended purpose.

PROCUREMENT METHOD:

N/A

CONTRACT NUMBER:

The FY22 Munis contract number is 3202860.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Senior Citizens Grants/Fund 241

Munis Org Name/Number: Senior Center Programs/2410114

Munis Object Name/Number: US AAOa, Food/490715(revenue), 530400(expense)

ACTION REQUESTED:

Community Health and Safety Department respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: North Central New Mexico Economic Development District-Non Metro AAA

Procurement Title: FY 22 Nutrition Services Incentive Program (NSIP)

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Anya Alarid Program Manager 07/21/2021

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

 Chief Procurement Officer Aug 23, 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 # 3202860

Contractor: North Central New Mexico Economic Development District-Non Metro AAA

Description: The Nutrition Service Incentive Program funds will be used to purchase raw food supplies for meal preparation for eligible senior citizens participating in our meal program for Fiscal 2022.

Contract Agreement Lease / Rent Amendment

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

Approved by Council Date: _____

Contract / Lease: 60026

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:** _____

Fran Downey Aug 23, 2021
Fran Downey (Aug 23, 2021 10:58 MDT)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Sub-Grantee Procurement Method 13-1-98 A entity to entity.

4. **Funding Source:** NCNMEDD AAA **Revenue** 2410114/490715 **Org / Object:** 2410114/530400

Andy Hopkins Aug 20, 2021
Andy Hopkins (Aug 20, 2021 10:29 MDT)

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # 505-955-4744

Email: aalarid@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

**North Central New Mexico Economic Development District
Non-Metro area on Aging**

**NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
SUBRECIPIENT CONTRACTOR SUB-AWARD**

This Agreement is made and entered into this 1st day of July 2021, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and City of Santa Fe, hereinafter referred to as the “Subrecipient Contractor.”

IT IS AGREED BETWEEN PARTIES:

1. Scope of Work:

The Subrecipient Contractor will:

- A. Establish procedures to ensure that such cash payments are used solely for the purchase of United States agriculture commodities and other foods produced in the United States for the use in their feeding operations. No imported foods may be purchased with these funds. e.g., coffee, tea, cocoa, and bananas.
- B. Ensure that NSIP funds are used correctly exclusively for the purchase of food, not meal preparation.
- C. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods.
- D. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state New Mexico Environment Department (MED) requirements.
- E. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- F. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., title III-C1 and C2 and other cash used for raw food.)
- G. Report monthly to the Agency on forms provided by the Agency and submit such other reports deemed necessary by the agency.
 - a) Submit timely and accurate consumer/client tracking service documents (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) workday of each month following the last day of the month in which services were provided. If the fifth (5th) falls on a weekend or AAA holiday, the information will be delivered by close of business on the next business day.

- b) Submit supporting backup documentation (receipts) per the month that the NSIP funding is requested per the timelines established in G a.
- H. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- I. Allow the agency to monitor periodically the subrecipient Contractor's fiscal Accountability of NSIP.
- J. Abide by and comply with the conditions and requirements set for in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A1 10 Uniform Policies). Moreover, the subrecipient Contractor will abide by volume 38, NO. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.
- K. Ensure eligible participants are assessed registered into SAMS.
- L. Ensure meals served meet the following:
 - Congregate Meals** – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:
 - Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
 - Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic, diet, tube feeding).
 - Home Delivered Meals** – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the dietary guideline for Americans, published by the Secretary and the secretary of Agriculture, and is delivered to an eligible person in the residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.
- M. The Agency recommends these funds be expended prior to Title III-C funds.

2. Compensation:

- A. The total amount payable to Subrecipient Contractor under this Agreement shall not exceed \$109,484.00 for eligible meals served during the period July 1, 2021, through June 30, 2022, regardless of funding sources, to eligible participants and their spouses.
- B. All subsequent payments will be disbursed upon receipt of actual service data from the Subrecipient Contractor,

3. Gross Receipts Tax:

Not applicable. Tax exempt.

4. Term:

No Terms of this agreement shall become effective by the Department of Finance and Administration and Administration and shall terminate on June 30, 2022, unless terminated pursuant to paragraph 5,infra.

5. Termination:

- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty days (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. This Agreement may be terminated immediately upon written notice to the subrecipient Contractor if the Subrecipient Contractor Becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any or any of its officers, employees or agents, is indicated for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph here in, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the subrecipient Contractor's default or breach of this Agreement. This Agreement also may be determined by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.
- B. **Termination Management:** Immediately upon receipt by either the Agency or the Subrecipient Contractor of notice of termination of this agreement, the Subrecipient Contractor shall: 1) not include any further obligations for salaries, services or another expenditure of funds under this Agreement without written approval of the Agency; 2) comply with will directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish the Agency a complete, detailed inventory of non-

expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding Financial records.

6. Status of Subrecipient Contractor:

The Subrecipient Contractor, his agent's and employees, are independent Subrecipient Contractors performing services for the Agency and are not employees of the Agency. The Subrecipient Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. Assignment:

The Subrecipient Contractor shall not assign any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

8. Subcontracting:

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this agreement.

9. Records and Audit:

- A. The Subrecipient Contractor shall maintain detailed records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Agency, Aging * Long-Term Service's Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclosure the right of the Agency to recover excessive, improper, or illegal payments.
- B. The Subrecipient Contractor will provide a financial and compliance report to the Agency covering the period July 1, 2021, to June 30, 2022. The audit reports provided to the Agency must include a copy of the Auditor's management letter. The audit shall be conducted in accordance with generally accepted audit standards and shall encompass the following provisions.

- a) The subrecipient contractor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines different grant circulars into one set. A fair allocation of the audit cost may be charged to both federal and state under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall also be provided to the Agency. The Audit Report shall include a schedule of administrative and program expenses for each separate title or program (Title IIB, Title IIC1, Title IIC2, Title IID, Title IIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
- b) Governmental type vendors/Subrecipient Contractors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIB, Title IIC1, Title IIC2, Title IID, Title IIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further required the inclusion of the final units of service provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
- c) Non-governmental vendors/Subrecipient Contractors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under this Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIB, Title IIC1, Title IIC2, Title IID, Title IIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to final report. The NCNMEDD Non-Metro AAA further required the inclusion of the final units of service provided and

final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

- d) For this Subrecipient Contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final numbers of individuals served.
- e) Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditors Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
- f) The Subrecipient Contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Tribal Governments, and OMB Circular A-122. Cost principles of Non-Profit Organizations in determining the allowability of costs. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectfully.)

10. Appropriations:

The term of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress for the performance of this Agreement. If sufficient Appropriations and Authorizations are not made, the Agreement shall terminate upon written notice being given to the Subrecipient Contractor. The Agency's decisions to whether sufficient appropriations are available shall be expected by the Subrecipient Contractor and shall be final.

11. Release:

The Subrecipient Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Product of Service Copyright:

All materials developed or acquired by the Subrecipient Contractor under this agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Subrecipient Contractor.

13. Conflict of Interest:

The subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of service required under this agreement.

14. Equal Opportunity Compliance:

The Subrecipient Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders if 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 Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

15. Non-Discriminating Service Delivery

The Subrecipient Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, age or handicap:

- a) Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- b) Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
- c) Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under this program;
- d) Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
- e) Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any

aide , care services, or other benefits under the funds for this program:

- f) Deny any individual an opportunity to participate through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
- g) The Subrecipient Contractor, in determining (1) the types if service or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin or handicap.

16. Confidentiality:

The use or disclosure of any information concerning a recipient of assistance. Or service for any purpose not collected with the administration on of the Subrecipient Contractor's responsibilities with services hereunder is prohibited., except on written consent of recipient, his attorney, or his responsible parent or guardian. Disclosure of confidential information shall only be made in accordance with the NM Inspection of Public Records Act , or applicable state or federal law or regulations.

17. Amendment:

This Agreement shall not be altered, changes, or amended by instrument in writing executed by the parties hereto.

18. Penalties for Violation of Law:

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

19. Scope of Agreement:

This Agreement incorporates all the agreements, covenants, and understandings between the parties here to 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 enforceable unless embodied in this agreement.

20. Applicable laws:

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico (b) Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949 as amended; and (d) any other applicable laws and regulation of the federal government.

21. Internal Dispute Mediation:

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The subrecipient Contractor must provide with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

- A. In any dispute submitted to the Agency and the Subrecipient Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
- B. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
- C. Initial Contacts and Negotiations shall be conducted by the appropriate agency staff.
- D. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
- E. Failure of the Subrecipient to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the
- F. ALTSD shall amount to a material breach of Agreement.
- G. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

22. Invalid Term or Condition:

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

23. Enforcement of Agreement:

A Party's Failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party or 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 other.

24. Notices:

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

NMNMEDD

Attention: Crystal L. Sanchez, Director
3900 Paseo del Sol
Santa Fe, New Mexico 87507

Subrecipient Contractor:

25. Other Provisions:

Compliance with Grant conditions. The subrecipient Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

26. Indemnification:

Neither part shall be responsible for liability incurred as a result of the other parties acts or omissions in connection with this Agreement. Any Liability incurred with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

27. Authority:

The Individual(s) signing this agreement on behalf of subrecipient Contractor and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

28. Signatures:

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2021.

City of Santa Fe
Legal Name of Subrecipient Contractor

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Signature

Monica Abeita
Signature

Printed/Typed Name of Signatory

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

Date

July 1, 2021
Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: City of Santa Fe ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE 6/1/2021
		FROM: 07/01/2021 TO: 06/30/2022		New/Cont: X Revision: Other:		
PHONE:		Fund: 210 Title of Project: NSIP		CFDA # 93.053		
Indirect Cost % of \$						
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	\$0.00	\$0.00				\$0.00
Travel	\$0.00	\$0.00				\$0.00
Maintenance & Repair	\$0.00	\$0.00				\$0.00
Supplies (Raw Food)	\$109,484.00	\$0.00				\$109,484.00
Contractual Services	\$0.00	\$0.00				\$0.00
Other Operating Costs	\$0.00	\$0.00				\$0.00
Capital Outlay	\$0.00	\$0.00				\$0.00
Subtotal	\$109,484.00	\$0.00				\$109,484.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT			8. Federal/State Shares will be Comprised of:			
1. Estimated Total Cost	\$109,484.00			a. Federal/State grant		
2. LESS Anticipated Project Income	\$0.00			unearned in previous		Federal: 0.00
3. Estimated Net Cost	\$109,484.00			project year(s)		Federal: 0.00
4. Non-federal and Non-state Share of Net Cost	\$0.00			b. Carry Over		0.00
5. Project Income (Used as Match)	\$0.00			c. New Obligational		0.00
6. Federal Share of Net Cost	\$109,484.00			Authority Herein		Federal: \$109,484.00
7. State Share of Net Cost	\$0.00			Awarded		
<p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification, and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>						
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency. 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency. 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants. 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year. 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies. 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency. 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted. 8. Inventory of project equipment will be maintained and submitted as requested. 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee. 						
Signature of Area Agency on Aging Authorizing Official:				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.		
Monica Abalta, Executive Director				Date:		
<i>Monica Abalta</i> 07-01-2021				Date:		
Signature				Date		

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE MIHELICIC-BUSTOS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 14:10 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2410114/490715, 2410114/530400

ORG/OBJECT

AJH
AJH



City of Santa Fe, New Mexico

Memorandum



DATE: August 13, 2021

TO: Finance Committee
Quality of Life Committee
Governing Body

VIA: Kyra Ochoa, Community Health and Safety Director 
Kyra Ochoa (Aug 13, 2021 10:00 MDT)

FROM: Gino Rinaldi, Senior Services Division Director 
 Yvette Sweeney, DSS Nutrition Program Manager
Gino Rinaldi (Aug 13, 2021 08:54 MDT)

ITEM AND ISSUE:

Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of \$866,912.20 for the Title III Federal and State Sub-Award Contract, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:

The Area Agency on Aging Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older Americans Act (OAA), as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Title III Federal & State Sub-Award.

PROCUREMENT METHOD:

N/A

CONTRACT NUMBER:

The FY22 Munis contract number is 3202877.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Senior Citizens Grants/Fund 241

Munis Org Name/Number: Senior Center Programs/2410115, 2410114, 2410113,

Munis Object Name/Number: US AAOa (490715), NMAAOa (490710), Expense Objects Various

ACTION REQUESTED:

Community Health and Safety Department respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202877

Contractor: North Central New Mexico Economic Development District-Non Metro AAA

Description: To provide services to eligible clientele who receive Transportation, Nutrition, and In-Home Support services during FY 2022.

Contract Agreement Lease / Rent Amendment

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

Approved by Council Date: _____

Contract / Lease: 2021-22-60026

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:** _____


Fran Deway (Aug 23, 2021 10:38:55 MDT)

Aug 23, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Sub-Grantee funding- Procurement Method/ entity to entity 13-1-98 A.

4. **Funding Source:** NCNMEDD AAA **Revenue** 490710,490715 **Org / Object:** _____


Andy Hopkins (Aug 20, 2021 10:24 MDT)

Aug 20, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: Expense Org:2410115,2410114,2410113, Objects Various

Staff Contact who completed this form: Anya Alarid Phone # 505-955-4744

Email: aalarid@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: North Central New Mexico Economic Development District-Non Metro AAA

Procurement Title: FY 22 Nutrition Services Incentive Program (Title III)

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Anya Alarid Program Manager 07/26/2021

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

 Chief Procurement Officer Aug 23, 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.



North Central New Mexico
Economic Development District
Non-Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com



MEMORANDUM 2021-02

Date: July 22, 2021, Constant Contact Correspondence

To: Non-Metro Area Agency on Aging Subrecipient Contractors

From: Crystal L. Sanchez, Community Services Director 
Monica Abeita, NCNMEDD Executive Director

Re: FY 2021-2022 Title III Federal and State Sub-Award Contract

Non-Metro Area Agency on Aging in accordance with the Older American Act of 1965 (OAA) as amended and as provided by the New Mexico Aging and Long-Term Services Department, has attached the Subrecipient Contractors Sub-Awards for the program period July 1, 2021, through June 30, 2022.

The FY22 Title III Federal and State HB 2 (Title III Sub-Award) award is provided to each subrecipient contractor eligible for the sub-award. In addition to the contract(s) you will find the *Units of Service Crossword Definitions* document which reflect the COVID definition updates as well as the Program Reporting Guidance – Covid Response.

By August 1, 2021, Non-Metro AAA will release 1/12 of the annual Title III contract budget awarded to each sub-recipient contractor. With the July disbursement, monthly expense reporting workbooks will be provided to each Title III subrecipient contractor for continued use in FY21-22.

Upon review of each Subrecipient Contract as applicable, the individual signing this Agreement warrants that he or she has the power and authority to bind the Subrecipient Contractor into a binding contract with NCNMEDD Non-Metro Area Agency on Aging. This agreement is retroactive to July 1, 2021.

Once each contract and Notice of Grant Award are signed, please send the scanned signed pages to the attention of Evone D. Gallegos at evoneg@ncnmedd.com and copy Crystal L. Sanchez at crystals@ncnmedd.com and Nancy Arias-Macias at nancyam@ncnmedd.com electronically.

If you have any questions, please call Evone D. Gallegos at 505-303-2647.

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

(City of Santa Fe) hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2021, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long-Term Services Department, and the Agency's Senior Citizens Services program.

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. **Services.** The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. **Deliverables.** The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly SAMS data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.

Attachment: FY22 Units of Service -Crosswalk - Definitions

C. **Targeting:** Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

D. **Payment for Services:** For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$866,912.20. Said aggregate amount is to be derived from the following sources.

1. \$75,459.20 from Title III-B of the OAA;
2. \$96,279.00 from Title III-C1 of the OAA;
3. \$32,418.00 from Title III-C2 of the OAA;
4. \$0.00 from Title III-D of the OAA;
5. \$81,199.00 from Title III-E of the OAA;
6. \$23,640.00 from Supplemental IIC-2 of the OAA;
7. \$540,896.00 from the NMGAA-State/HB-2; and
8. \$17,021.00 from the NMGAA-State Nonrecurring.

E. **Payment for services** shall be consistent with all applicable federal and state laws and regulations. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This must be tracked by the Subrecipient Contractor and expenditures must be allocated to these funds.

F. **Payments to the Subrecipient Contractor** will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

G. **Payments to the Subrecipient Contractor** may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

H. **Subrecipient Contractor** must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient

Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

I. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A.** The Subrecipient Contractor agrees to:
1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
 3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
 5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
 6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
 7. Maintain communication and correspondence concerning clients' status with the Agency.
 8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
 9. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA

Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.

- b. The Subrecipient Contractor shall submit to the Agency utilizing the form provided by the Agency. The monthly activity report is due on or before the 5th working day of the month for prior month expenditures.
 - c. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.
10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
 11. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.
 12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Major Disaster Declaration: In March of 2020 Governor Michelle Lujan Grisham declared a public health emergency due to the ongoing spread of the coronavirus or COVID-19 throughout New Mexico. A major disaster (MDD) was declared by President Trump in April of 2020 allowing for significant flexibilities in the spending of Older Americans Act funding, as well as additional federal funds to aid in the addressing and recovering from COVID-19 pandemic. This includes the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief and Economic Security Act (CARES). The flexibility allowed through the MDD will continue through September 30, 2021, which overlaps with state fiscal year 2022. Subrecipient Contractor is encouraged to develop new and innovative service delivery methods to meet the needs of the community throughout the pandemic.

1. (MDD) (<https://www.fema.gov/disaster/4529>) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver—to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds for **any disaster relief activities** for older individuals or family caregivers served under the OAA.
3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2021-2022 contracts. For the program period starting July 1, 2021, **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

- C. The Agency further abides to:
1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
 2. Maintain communication and correspondence concerning consumers' status.
 3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
 4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
 5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all consumers.
 6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
 7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
 8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES.

- A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*

The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Financial Management*

The Subrecipient Contractor must implement financial management standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, New Mexico Fiscal Requirements, and Federal Register Office of Management and Budget Uniform Guidance A-87 and A-122.

G. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense.

H. *Independent Audit*

The Subrecipient contractor will provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2021, through June 30, 2022. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:

1. The Subrecipient Contractor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR
2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type Subrecipient Contractors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and

program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.

4. Non-governmental Subrecipient Contractors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those Subrecipient Contractors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The Subrecipient Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

I. *Equal Opportunity Compliance.*

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

- J. *Compliance with Aging and Long-Term Services Department Functions.*
The Subrecipient Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.
- K. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2021, and terminate on June 30, 2022, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient 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, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the

performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF SUBRECIPIENT CONTRACTOR.

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

The Subrecipient Contractor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST.

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

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

16. 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.

17. 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.

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 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.

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. 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.

26. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. 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:

AGENCY:
NCNMEDD
Crystal L. Sanchez
3900 Paseo Del Sol
Santa Fe, NM 87507

City of Santa Fe:

28. INSURANCE.

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2021.

City of Santa Fe
Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2021
Date

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)**

GRANTEE: City of Santa Fe ADDRESS:		APPROVED BUDGET PERIOD FROM: 7/1/2021 TO: 6/30/2022			Grant/Action		NGA DATE
					New/Cont:	X	
					Revision:		6/1/2021
					BAR:		
					Other:		
DESCRIPTION	FEDERAL	STATE	LOCAL	PROGRAM INCOME	Other:	TOTAL	
Title IIIB 93.044 Access	\$ 48,568.00	\$ 91,601.00	\$ 656,927.37	\$ -	\$ -	\$ 797,096.37	
In-Home	\$ 26,891.20	\$100,026.00	\$ 302,996.94	\$ -	\$ -	\$ 429,914.14	
Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total	\$ 75,459.20	\$191,627.00	\$ 959,924.31	\$ -	\$ -	\$ 1,227,010.51	
Title IIIC1 93.045 Meal Costs	\$ 96,279.00	\$105,548.00	\$ 338,019.12	\$ -	\$ -	\$ 539,846.12	
Sub Total	\$ 96,279.00	\$105,548.00	\$ 338,019.12	\$ -	\$ -	\$ 539,846.12	
Title IIIC2 Supplemental 93.045	\$ 23,640.00					\$ 23,640.00	
Title IIIC2 93.045 Meal Costs	\$ 32,418.00	\$150,121.00	\$ 352,917.20	\$ 80,000.00	\$ -	\$ 615,456.20	
SubTotal	\$ 56,058.00	\$150,121.00	\$ 352,917.20	\$ 80,000.00	\$ -	\$ 639,096.20	
Title IIID 93.043 Evidence-Based Health	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE 93.052 Care Giver Support	\$ 81,199.00	\$ 93,600.00	\$ 269,526.14	\$ -	\$ -	\$ 444,325.14	
Sub Total	\$ 81,199.00	\$ 93,600.00	\$ 269,526.14	\$ -	\$ -	\$ 444,325.14	
DEMONSTRATION GRANT							
ALZHEIMER Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER							
Sub Total	\$ -	\$ 17,021.00	\$ -	\$ -	\$ -	\$ 17,021.00	
SUB TOTALS							
Title IIIB 93.044	\$ 75,459.20	\$191,627.00	\$ 959,924.31	\$ -	\$ -	\$ 1,227,010.51	
Title IIIC1 93.045	\$ 96,279.00	\$105,548.00	\$ 338,019.12	\$ -	\$ -	\$ 539,846.12	
Title IIIC2 93.045	\$ 56,058.00	\$150,121.00	\$ 352,917.20	\$ 80,000.00	\$ -	\$ 639,096.20	
Title IIID 93.043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE 93.052	\$ 81,199.00	\$ 93,600.00	\$ 269,526.14	\$ -	\$ -	\$ 444,325.14	
Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
All State Other	\$ -	\$ 17,021.00	\$ -	\$ -	\$ -	\$ 17,021.00	
GRAND TOTAL	\$308,995.20	\$557,917.00	\$ 1,920,386.77	\$ 80,000.00	\$ -	\$ 2,867,298.97	
COMPUTATION OF GRANT		8. Federal/State Shares will be comprised of:					
1. Estimated Total Cost.....	\$ 2,867,298.97	a. Federal/State		FY 20 __	Federal		
2. LESS Anticipated Proj. Inc.	\$ 80,000.00	grant unearned			State		
3. Estimated Net Cost.....	\$ 2,787,298.97	in previous project year(s)					
4. Non-federal and Non-state Share of Net Cost.....		b. Carry Over		FY 20 __	Federal		
5. Proj. Inc.	\$ 80,000.00				State		
6. Federal Share of Net Cost.....	\$ 308,995.20						
7. State Share of Net Cost....	\$ 557,917.00	c. New Obligational		FY 21-22	Federal	\$ 308,995.20	
		Authority Herein Awarded			State	\$ 557,917.00	

NOTIFICATION OF GRANT AWARD

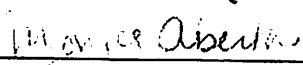
REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non- state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share and the state share will meet the percentages indicated on Page 1 of the NGA.
- 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification, and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.
- 6. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.
- 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we agree with the terms and conditions of this award.
	Date:
	Date:
Monica Abeita Executive Director	01-01-2021 Date

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE MIHELIC-BUSTOS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 23, 2021 09:47 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2410113, 2410114, 2410115/OBJECTS VARIOUS

ORG/OBJECT

AJH
AJH



City of Santa Fe, New Mexico

Memorandum



DATE: August 13, 2021

TO: Finance Committee
Quality of Life Committee
Governing Body

VIA: Kyra Ochoa, Community Health and Safety Director 
Kyra Ochoa (Aug 13, 2021 10:00 MDT)

FROM: Gino Rinaldi, Senior Services Division Director 
 Yvette Sweeney, DSS Nutrition Program Manager
Gino Rinaldi (Aug 13, 2021 08:54 MDT)

ITEM AND ISSUE:

Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of \$866,912.20 for the Title III Federal and State Sub-Award Contract, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:

The Area Agency on Aging Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older Americans Act (OAA), as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Title III Federal & State Sub-Award.

PROCUREMENT METHOD:

N/A

CONTRACT NUMBER:

The FY22 Munis contract number is 3202877.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Senior Citizens Grants/Fund 241

Munis Org Name/Number: Senior Center Programs/2410115, 2410114, 2410113,

Munis Object Name/Number: US AAOa (490715), NMAAOa (490710), Expense Objects Various

ACTION REQUESTED:

Community Health and Safety Department respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202877

Contractor: North Central New Mexico Economic Development District-Non Metro AAA

Description: To provide services to eligible clientele who receive Transportation, Nutrition, and In-Home Support services during FY 2022.

Contract Agreement Lease / Rent Amendment

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

Approved by Council Date: _____

Contract / Lease: 2021-22-60026

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: _____


Fran Deway (Aug 23, 2021 10:38:55 MDT)

Aug 23, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Sub-Grantee funding- Procurement Method/ entity to entity 13-1-98 A.

4. Funding Source: NCNMEDD AAA Revenue 490710,490715 Org / Object: _____


Andy Hopkins (Aug 20, 2021 10:24 MDT)

Aug 20, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: Expense Org:2410115,2410114,2410113, Objects Various

Staff Contact who completed this form: Anya Alarid Phone # 505-955-4744

Email: aalarid@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: North Central New Mexico Economic Development District-Non Metro AAA

Procurement Title: FY 22 Nutrition Services Incentive Program (Title III)

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Anya Alarid Program Manager 07/26/2021

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

 Chief Procurement Officer Aug 23, 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.



North Central New Mexico
Economic Development District
Non-Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com



MEMORANDUM 2021-02

Date: July 22, 2021, Constant Contact Correspondence
To: Non-Metro Area Agency on Aging Subrecipient Contractors
From: Crystal L. Sanchez, Community Services Director 
Monica Abeita, NCNMEDD Executive Director
Re: FY 2021-2022 Title III Federal and State Sub-Award Contract

Non-Metro Area Agency on Aging in accordance with the Older American Act of 1965 (OAA) as amended and as provided by the New Mexico Aging and Long-Term Services Department, has attached the Subrecipient Contractors Sub-Awards for the program period July 1, 2021, through June 30, 2022.

The FY22 Title III Federal and State HB 2 (Title III Sub-Award) award is provided to each subrecipient contractor eligible for the sub-award. In addition to the contract(s) you will find the *Units of Service Crossword Definitions* document which reflect the COVID definition updates as well as the Program Reporting Guidance – Covid Response.

By August 1, 2021, Non-Metro AAA will release 1/12 of the annual Title III contract budget awarded to each sub-recipient contractor. With the July disbursement, monthly expense reporting workbooks will be provided to each Title III subrecipient contractor for continued use in FY21-22.

Upon review of each Subrecipient Contract as applicable, the individual signing this Agreement warrants that he or she has the power and authority to bind the Subrecipient Contractor into a binding contract with NCNMEDD Non-Metro Area Agency on Aging. This agreement is retroactive to July 1, 2021.

Once each contract and Notice of Grant Award are signed, please send the scanned signed pages to the attention of Evone D. Gallegos at evoneg@ncnmedd.com and copy Crystal L. Sanchez at crystals@ncnmedd.com and Nancy Arias-Macias at nancyam@ncnmedd.com electronically.

If you have any questions, please call Evone D. Gallegos at 505-303-2647.

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

(City of Santa Fe) hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2021, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long-Term Services Department, and the Agency's Senior Citizens Services program.

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. **Services.** The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. **Deliverables.** The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly SAMS data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.

Attachment: FY22 Units of Service -Crosswalk - Definitions

C. **Targeting:** Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

D. **Payment for Services:** For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$866,912.20. Said aggregate amount is to be derived from the following sources.

1. \$75,459.20 from Title III-B of the OAA;
2. \$96,279.00 from Title III-C1 of the OAA;
3. \$32,418.00 from Title III-C2 of the OAA;
4. \$0.00 from Title III-D of the OAA;
5. \$81,199.00 from Title III-E of the OAA;
6. \$23,640.00 from Supplemental IIC-2 of the OAA;
7. \$540,896.00 from the NMGAA-State/HB-2; and
8. \$17,021.00 from the NMGAA-State Nonrecurring.

E. **Payment for services** shall be consistent with all applicable federal and state laws and regulations. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This must be tracked by the Subrecipient Contractor and expenditures must be allocated to these funds.

F. **Payments to the Subrecipient Contractor** will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

G. **Payments to the Subrecipient Contractor** may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

H. **Subrecipient Contractor** must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient

Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

I. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A.** The Subrecipient Contractor agrees to:
1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
 3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
 5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
 6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
 7. Maintain communication and correspondence concerning clients' status with the Agency.
 8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
 9. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA

Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.

- b. The Subrecipient Contractor shall submit to the Agency utilizing the form provided by the Agency. The monthly activity report is due on or before the 5th working day of the month for prior month expenditures.
 - c. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.
10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
 11. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.
 12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Major Disaster Declaration: In March of 2020 Governor Michelle Lujan Grisham declared a public health emergency due to the ongoing spread of the coronavirus or COVID-19 throughout New Mexico. A major disaster (MDD) was declared by President Trump in April of 2020 allowing for significant flexibilities in the spending of Older Americans Act funding, as well as additional federal funds to aid in the addressing and recovering from COVID-19 pandemic. This includes the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief and Economic Security Act (CARES). The flexibility allowed through the MDD will continue through September 30, 2021, which overlaps with state fiscal year 2022. Subrecipient Contractor is encouraged to develop new and innovative service delivery methods to meet the needs of the community throughout the pandemic.

1. (MDD) (<https://www.fema.gov/disaster/4529>) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver—to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds for **any disaster relief activities** for older individuals or family caregivers served under the OAA.
3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2021-2022 contracts. For the program period starting July 1, 2021, **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

- C. The Agency further abides to:
1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
 2. Maintain communication and correspondence concerning consumers' status.
 3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
 4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
 5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all consumers.
 6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
 7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
 8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES.

- A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*

The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Financial Management*

The Subrecipient Contractor must implement financial management standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, New Mexico Fiscal Requirements, and Federal Register Office of Management and Budget Uniform Guidance A-87 and A-122.

G. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense.

H. *Independent Audit*

The Subrecipient contractor will provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2021, through June 30, 2022. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:

1. The Subrecipient Contractor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR
2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type Subrecipient Contractors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and

program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.

4. Non-governmental Subrecipient Contractors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those Subrecipient Contractors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The Subrecipient Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

I. *Equal Opportunity Compliance.*

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

- J. *Compliance with Aging and Long-Term Services Department Functions.*
The Subrecipient Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.
- K. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2021, and terminate on June 30, 2022, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient 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, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the

performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF SUBRECIPIENT CONTRACTOR.

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

The Subrecipient Contractor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST.

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

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

16. 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.

17. 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.

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 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.

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. 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.

26. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. 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:

AGENCY:
NCNMEDD
Crystal L. Sanchez
3900 Paseo Del Sol
Santa Fe, NM 87507

City of Santa Fe:

28. INSURANCE.

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2021.

City of Santa Fe
Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2021
Date

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)**

GRANTEE: City of Santa Fe ADDRESS:		APPROVED BUDGET PERIOD FROM: 7/1/2021 TO: 6/30/2022			Grant/Action		NGA DATE
					New/Cont:	X	
					Revision:		6/1/2021
					BAR:		
					Other:		
DESCRIPTION	FEDERAL	STATE	LOCAL	PROGRAM INCOME	Other:	TOTAL	
Title IIIB 93.044 Access	\$ 48,568.00	\$ 91,601.00	\$ 656,927.37	\$ -	\$ -	\$ 797,096.37	
In-Home	\$ 26,891.20	\$100,026.00	\$ 302,996.94	\$ -	\$ -	\$ 429,914.14	
Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total	\$ 75,459.20	\$191,627.00	\$ 959,924.31	\$ -	\$ -	\$ 1,227,010.51	
Title IIIC1 93.045 Meal Costs	\$ 96,279.00	\$105,548.00	\$ 338,019.12	\$ -	\$ -	\$ 539,846.12	
Sub Total	\$ 96,279.00	\$105,548.00	\$ 338,019.12	\$ -	\$ -	\$ 539,846.12	
Title IIIC2 Supplemental 93.045	\$ 23,640.00					\$ 23,640.00	
Title IIIC2 93.045 Meal Costs	\$ 32,418.00	\$150,121.00	\$ 352,917.20	\$ 80,000.00	\$ -	\$ 615,456.20	
SubTotal	\$ 56,058.00	\$150,121.00	\$ 352,917.20	\$ 80,000.00	\$ -	\$ 639,096.20	
Title IIID 93.043 Evidence-Based Health	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE 93.052 Care Giver Support	\$ 81,199.00	\$ 93,600.00	\$ 269,526.14	\$ -	\$ -	\$ 444,325.14	
Sub Total	\$ 81,199.00	\$ 93,600.00	\$ 269,526.14	\$ -	\$ -	\$ 444,325.14	
DEMONSTRATION GRANT							
ALZHEIMER Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER							
Sub Total	\$ -	\$ 17,021.00	\$ -	\$ -	\$ -	\$ 17,021.00	
SUB TOTALS							
Title IIIB 93.044	\$ 75,459.20	\$191,627.00	\$ 959,924.31	\$ -	\$ -	\$ 1,227,010.51	
Title IIIC1 93.045	\$ 96,279.00	\$105,548.00	\$ 338,019.12	\$ -	\$ -	\$ 539,846.12	
Title IIIC2 93.045	\$ 56,058.00	\$150,121.00	\$ 352,917.20	\$ 80,000.00	\$ -	\$ 639,096.20	
Title IIID 93.043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE 93.052	\$ 81,199.00	\$ 93,600.00	\$ 269,526.14	\$ -	\$ -	\$ 444,325.14	
Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
All State Other	\$ -	\$ 17,021.00	\$ -	\$ -	\$ -	\$ 17,021.00	
GRAND TOTAL	\$308,995.20	\$557,917.00	\$ 1,920,386.77	\$ 80,000.00	\$ -	\$ 2,867,298.97	
COMPUTATION OF GRANT		8. Federal/State Shares will be comprised of:					
1. Estimated Total Cost.....	\$ 2,867,298.97	a. Federal/State		FY 20 __	Federal		
2. LESS Anticipated Proj. Inc.	\$ 80,000.00	grant unearned			State		
3. Estimated Net Cost.....	\$ 2,787,298.97	in previous project year(s)					
4. Non-federal and Non-state Share of Net Cost.....		b. Carry Over		FY 20 __	Federal		
5. Proj. Inc.	\$ 80,000.00				State		
6. Federal Share of Net Cost.....	\$ 308,995.20						
7. State Share of Net Cost....	\$ 557,917.00	c. New Obligational		FY 21-22	Federal	\$ 308,995.20	
		Authority Herein Awarded			State	\$ 557,917.00	

NOTIFICATION OF GRANT AWARD

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non- state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share and the state share will meet the percentages indicated on Page 1 of the NGA.
- 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification, and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.
- 6. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.
- 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we agree with the terms and conditions of this award.
	Date:
	Date:
Monica Abeita Executive Director	Date 01-01-2021

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE MIHELIC-BUSTOS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 23, 2021 09:47 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2410113, 2410114, 2410115/OBJECTS VARIOUS

ORG/OBJECT

AJH
AJH

City of Santa Fe, New Mexico

memo

DATE: August 25, 2021

TO: Finance Committee – August 30, 2021
 Community Development Commission – September 1, 2021
 Quality of Life Committee – September 1, 2021
 Public Works Committee – September 7, 2021
 City Council Public Hearing – September 9, 2021

FROM: Alexandra Ladd, Director, Office of Affordable Housing *Alexandra Ladd*
Alexandra Ladd (Aug 25, 2021 11:49 MDT)

ITEM: Request Approval of the 2020-2021 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REVIEW (CAPER) for submittal to Dept of HUD

ACTION REQUESTED:

Approve the 2020-21 Consolidated Annual Performance Evaluation Review (CAPER) for submittal to the Department of HUD.

BACKGROUND:

The Community Development Block Grant (CDBG) requires that the Consolidated Annual Performance Evaluation Review (CAPER) is submitted to United States Department of Housing and Urban Development (HUD) 90 days after the end of the program year. The report details accomplishments of CDBG-funded subrecipient activities as well as the financial status of the CDBG for the prior funded year.

ITEM AND ISSUE:

In summary, the following is reported in the CAPER:

	Funded Amt	Balance	Proposed # Served	Actual # Served
Public Facility Improvements	\$ 25,000.00	\$ 415.55	30	19
Public Services Activities	\$ 112,000.00	\$ 6,196.84	1125	2999
Homeowner Housing Rehabilitated	\$ 115,716.00	\$ 4,794.22	22	10
Direct Financial Assistance to Homebuyers	\$ 459,163.72	\$441,433.26	17	22
Rental Units Acquired	\$ 100,000.00	0	9	9
Overnight Shelter (Midtown)	\$ 361,227.00	0	120	418
TOTAL	\$ 1,173,106.72	\$ 452,839.87	1,323	3,477

The CAPER is available for review August 23 – September 8, 2021 virtually at the following website address: <https://www.santafenm.gov/hudrequiredreportingandplans>.. Members of the public may submit comments or questions via email or phone to: Toniette Candelaria Martinez, 505-316-4634, tocandelariamartinez@santafenm.gov.

Consolidated Activity Performance and Evaluation Report (CAPER)

July 1, 2020 - June 30, 2021



SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico
87504-0909
Phone # (505) 955-6607

QUESTIONS or COMMENTS? Email: tocandelariamartinez@santafenm.gov or call: 505-316-4634

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

The City of Santa Fe's focus throughout the program year was to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe. Equally important addressing the needs of those experiencing homelessness or at risk of becoming homeless, while aligning housing opportunities with emerging needs. The City accomplished this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs. To meet these housing goals, the City utilized the *2018-2022 Consolidated Plan* and its Five-year Plan which assesses housing need in Santa Fe and provides recommendations for addressing the needs.

Additionally, the COVID-19 global pandemic highlighted the need to immediately house people without shelter or safe places for quarantine. To this end, the City converted student housing into a shelter facility for homeless people and worked closely with regional partners to also provide a place for people to be discharged from hospitals (either because of COVID or other illnesses), recovery programs and detention centers. This enabled local shelters to keep their population density low enough to maintain proper social distancing for their guests. The other ways in which the City responded was to increase outreach through its mobile integrated health office (MIHO) to encampments, widespread distribution of PPE and other safety equipment, and transitioning to an online working and meeting environment to protect the health and safety of its employees.

The 2020 Action Plan identified the following goals as they related to HUD-mandated objectives and outcomes for its upcoming housing and community development activities. Accomplishments from the 2020 – 21 program year are summarized below.

- SFPS Adelante served 2,880 homeless students and their families by providing referrals to housing resources as well as assistance with counseling, education, food and clothing;
- Interfaith Shelters provided services to 109 homeless individuals through the Summer Safe Haven, a shelter for homeless women and their children;
- Youth Shelters and Family Services provided winter shelter beds, outreach services and referrals to 47 homeless or at risk for homelessness youth.
- The Santa Fe Civic Housing Authority completed planning, predevelopment, and environmental studies to support the rehabilitation of the Villa Consuelo apartments which provide 100 units for very low income renters, most of whom are elderly;
- New Mexico Interfaith Housing Corp broke ground on 65 units of affordable rental housing, 100% solar powered, that will set aside 12 units for very low income renters (<30% AMI);
- Homewise assisted a total of 21 homebuyers with mortgage principle reduction loans, using a combination of reprogrammed funds and program income;
- Habitat for Humanity rehabilitated 9 homes;

- Homewise rehabilitated 22 homes using program income;
- Housing Trust assisted a total of 6 homebuyers with mortgage principle reduction loans, using program income.
- Youth Shelters and Family services installed a new roof for the children and youth emergency shelter serving 19.
- Casa Cielo, a residential care facility that provides end-of-life care for chronically ill, very low income people served 10 persons.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Program Year	Actual – Program Year	Percent Complete
2018 Goal - Align Housing Opportunities With Emerging Needs	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CDBG/ \$40,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	40	66	165%
2018 Goal - Align Housing Opportunities With Emerging Needs	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CDBG/ \$97,000 CDBG-CV/ \$361,227	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	1245	3417	274%
2018 Goal - Increase Affordable Homeowner Opportunities	Affordable Housing	CDBG/ \$115,716	Homeowner Housing Rehabilitated	Household Housing Unit	22	10	45%
2018 Goal - Increase Affordable Homeowner Opportunities	Affordable Housing	CDBG/ \$459,163	Direct Financial Assistance to Homebuyers	Households Assisted	17	22	129%
2018 Goal - Increase Affordable Rental Housing Opportunities	Affordable Housing	CDBG/\$0	Rental units constructed	Household Housing Unit	0	0	N/A

2018 Goal - Increase Affordable Rental Housing Opportunities	Affordable Housing	CDBG/ \$100,000	Rental units rehabilitated	Household Housing Unit	9	9	100%
2018 Goal - Increase Affordable Rental Housing Opportunities	Affordable Housing	\$0	Housing for Homeless added	Household Housing Unit	0	0	N/A
2018 Goal - Increase Opportunities for At-Risk Populations	Affordable Housing Public Housing Homeless	CDBG/ \$40,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	40	66	165%
2018 Goal - Increase Opportunities for At-Risk Populations	Affordable Housing Public Housing Homeless	CDBG/ \$97,000 CDBG-CV/ \$361,227	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	1245	3417	274%
2018 Goal - Increase Opportunities for At-Risk Populations	Affordable Housing Public Housing Homeless	CDBG/ \$45,000 CDBG-CV/ \$361,227	Homeless Person Overnight Shelter	Persons Assisted	299	583	195%
2020 Goal - AFH Goal #1: Create more affordable, quality housing	Affordable Housing	CDBG/ \$459,163	Rental Units Constructed, Housing for Homeless Added, Direct Financial Assistance to Homebuyers	Household Housing Unit	17	22	129%
2020 Goal - AFH Goal #2: Preserve and improve existing housing	Affordable Housing	CDBG/ \$215,716	Rental units Rehabilitated and Homeowner Housing Rehabilitated	Household Housing Unit	31	19	61%

2020 Goal - AFH Goal #4: Create more accessible, affordable, quality housing for people with disabilities	Affordable Housing Non-Homeless Special Needs	CDBG/ \$215,716	Rental units Rehabilitated and Homeowner Housing Rehabilitated and Construction of New Housing Units	Household Housing Unit	31	19	61%
2020 Goal - AFH Goal #6: Strengthen access to fair housing and	Fair Housing & Renters Rights	\$0	Other	Households Assisted	0	0	N/A

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The global health pandemic and economic downturn abruptly expanded the City's priorities. An amendment to the 2019 Action Plan was accepted by HUD to deploy CARES Act funding in direct support of people experiencing homelessness in the amount of \$361,227. The City converted vacant student housing at the Midtown campus (owned by the City) into housing for people who would otherwise be living on the streets or in homeless encampments and deployed CARES Act funds to provide direct services and operations at the shelter. This achieved two goals: One, keeping the population density low at local shelters so that social distancing protocols could be maintained; and secondly, providing a place for people to quarantine if they are vulnerable to infection or COVID-positive and don't have a safe place to live. Importantly, the Midtown shelter also accepts people discharged from hospitals, recovery programs and detention centers who would otherwise be back living on the streets. The residents of the shelter receive three meals/day, referral to support services and case management, and basic health monitoring.

In mid-August of 2020, the programming and operations of the Midtown Emergency Shelter was transitioned to a newly-formed nonprofit affiliate of the NM Coalition to End Homelessness, called Consuelo's Place. A shelter director and two case managers were brought in to begin developing programming and overseeing operations of the shelter. Front office staff were also hired under Consuelo's Place to replace the furloughed city staff that had been working as front office staff. The director and case management team quickly began building out the programming structure, including: expanding the referral and intake process. The case management was trained in completing and entering clients into HMIS (Health Management Information System). The team was also trained in completing VI-SPDATs for clients to be entered into the Coordinated Entry System under the Coalition to End Homelessness. All staffed were trained in administering NARCAN. Forms and documentation were implemented for data entry and tracking for clients.

The shelter continues to provide quarantine services for clients who were COVID positive and require a safe environment in which to quarantine. While Consuelo's Place had limited documentation of clients and their departure information prior to August 2020, a total of 418 clients served at Midtown from mid-August to June 30th, 2021. Eighty-four (84) clients were COVID positive requiring quarantine at Midtown and 292 unduplicated clients were provided emergency housing and case management services. The shelter also provided services for 43 duplicated clients during this reporting period. Approximately 25% (only for those provided emergency housing), clients discharged prior to Consuelo's Place onboarding did not have documented discharge location. Case managers connected clients to permanent housing, such as: Permanent Supportive Housing, Rapid Rehousing, and other housing vouchers, as well low-income housing. Many clients were able to get into housing as self-pay with Consuelo's Place providing move-in cost assistance. Unsuccessful discharges due to inability to adhere to COVID safety protocols or program policies, and others AWOL from the program. Many times, those clients were referred to other shelter programs, whenever possible.

In a normal year, the highest priority in Santa Fe's plan is to serve the entire continuum of housing and related public services needs from the homeless to the homeowner. To some extent, accomplishments during the year reflect that priority and most goals were achieved in their entirety if not exceeded. It was anticipated that 40 households would be served as a result of Public Facility improvements and the actual served was 66, a 165% accomplishment. Likewise, public services funded through CDBG proposed to serve 1,245 households and served almost three times that number (3,417). Twenty-two (22) households were served through downpayment assistance, exceeding the goal of 17, funded primarily through program income earned by the subrecipients (Homewise and the Housing Trust). Nine rental units were acquired, continuing to serve 9 very low income renters. Shelter providers proposed providing shelter beds to 299 individuals experiencing homeless and exceeded that proposal by almost double (583). The goal to provide home repair services to 22 households was not achieved entirely, partially due to Covid restrictions which curtailed work within individual homes so only 10 homes were repaired. AFH Goal #4 was not achieved as new units serving non-homeless special needs were not supported directly through CDBG (although through other local projects, several ADA-compliant units were constructed or rehabbed); AFH Goal #6 was not achieved because the City lacks capacity for a dedicated fair housing campaign.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3,188
Black or African American	59
Asian	6
American Indian or American Native	223
Native Hawaiian or Other Pacific Islander	3
Other	40
Total	3,519
Hispanic	3,345
Not Hispanic	1,035

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The racial and ethnic composition reported for CDBG program sub-recipients represent cumulative annual data collected that represents a total of three thousand eight hundred and sixty one (3,519) recipients of CDBG-funded projects, programs and services. Of this number, the self-identified racial and ethnic statuses are shown in the table above.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	811,880	397,570.62
Other - CV	public - federal	361,227	361,227

Table 3 - Resources Made Available

Narrative

The City was awarded entitlement funds of \$623,093 for FY2020. Program Income generated by Homewise Home Repair and Home Purchase programs totaled: \$605,781.15 through Q4 of 2020-2021 PY of which \$446,906.34 was expended. Program Income generated by the Housing Trust mortgage reduction assistance programs totaled: \$110,817.00, through Q4 of 2020-2021 PY of which \$92,000.00 was expended. Total expenditures of CDBG funds reported in 2020-2021 PR26 including program income were \$936,476.96.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	Citywide

Table 4 – Identify the geographic distribution and location of investments

Narrative

In any given program year, the City of Santa Fe does not prioritize allocating funds and supporting programs geographically, due to the City's lack of population density relative to its size. For the past three program years, no single Census Tract was earmarked for serving its LMI population. Instead, the City focuses programs on the household income or an identified characteristic of the participants and/or recipients of assistance. For example, mortgage reduction assistance is provided based upon the homebuyer's income rather than the location of the home. Likewise, public service programs for at risk youth serve the citywide population, rather than those youth living in a specific census tract. This description has been reported in previous years and that priority remains. However, on occasion, a project proposal will be accepted because allocating funds at that site will also serve other community development goals.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Santa Fe's model of service delivery is to pass through most federal funds to subgrantees, who provide the services. This ensures that services are furnished in the most efficient and relevant manner possible. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds. The City's nonprofit partners estimate that every dollar of federally-funded mortgage reduction assistance leverages \$14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (The Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals. Likewise, the supportive housing providers in Santa Fe are also well-leveraged and use CDBG funds to expand on their missions very effectively.

The units owned and operated by the Santa Fe Civic Housing Authority are located on city-owned land which is controlled by 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.

During the program year, a five acre parcel of land on the City-owned public works yard donated to the New Mexico Interfaith Housing Corp, leveraged a large LIHTC award. The donation of land plus fee waivers provided by the City for utility hook up costs, application, development review, and building permit fees were waived, in accordance with the City's land use code. The total value of the donation was over \$2,000,000, representing a leverage ratio of 1:10, based on the project's total cost of \$18,000,000, \$10.5 m of which is funded through the Low Income Housing Tax Credit program. In June 2020, ground was broken on the project with full build out by mid-2021. At completion, the project will offer 65 units, affordable to renters earning no more than 60% AMI, with 7 units set aside for very low income renters (earning less than 30% AMI). It is anticipated that some of these renters will be transitioning out of homelessness or near homelessness. The units are designed to accommodate live/work activities, particularly related to those who are self-employed, entrepreneurs, and/or engaged in a creative industry. To meet other community development goals, the project will also feature a community resource center with retail, exhibition and performance space. It is the first LIHTC project in New Mexico that will be 100% solar-powered.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	150	59
Number of Non-Homeless households to be provided affordable housing units	158	31
Number of Special-Needs households to be provided affordable housing units	0	14
Total	308	104

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	45	0
Number of households supported through Rehab of Existing Units	130	19
Number of households supported through Acquisition of Existing Units	0	9
Total	175	27

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The one year goal of providing affordable housing units to otherwise homeless individuals was partially accomplished by transitioning 59 homeless households into permanent supportive units at Santa Fe Suites and from the Midtown Shelter. Additionally, other types of support services and referrals to shelter were provided for an increased number of individuals due to the pandemic. Adelante provided (2,880) homeless individuals with resource-linking and direct services, an accomplishment three times what was proposed. Youth Shelters and Family Services provided (47) homeless or at-risk of homelessness youth with resource-linking and direct services, and the Interfaith Shelter provided (109) women and their children with shelter services throughout the summer months of 2020.

The data reported in the next goal of non-homeless households to be provided affordable housing units represents home repair for low/mod income-households and the acquisition of nine affordable rental

units (19) and (27) mortgage principal buydown loans were provided to assist homebuyers. These loans were funded through a combination of entitlement and program income. Construction began on 65 units of affordable rental units, with another 45 units completing pre-development land use approvals. Rehabilitation was substantially completed on another 100 rental units. These projects will be reported in the upcoming program year. The difficulty meeting the goal of serving the non-homeless is related to the great demand for housing and lack of affordable supply in Santa Fe right now.

In March of 2019, the City provided transitional shelter beds to over 100 people who were homeless or precariously housed to keep them safe during the COVID-19 global pandemic. Emergency funds were deployed from local sources that paid rent and arrears for 60+ households. An amendment to the 2019 Action Plan deployed CARES Act funds to create longer term support for these individuals during 2021, leading to permanent housing for many of them.

Discuss how these outcomes will impact future annual action plans.

The outcomes of FY 2020 will impact future CDBG funding allocations in that there will be increased demand for emergency rental support services and prevention of foreclosure and homelessness. The global pandemic has exacerbated the housing instability of lower income renters, as well as homeowners as people have lost jobs and income. There will be increased need to not only shelter individuals but to provide permanent supportive housing options to keep them housed. Mortgage reduction assistance is always a big need and helps to offset high market values. It remains to be seen how the current limitations on for-sale inventory will be amplified as the pandemic continues to put pressure on all parts of the housing market. Increased focus will target the construction of new, affordable rental units as well as home repair to preserve and maintain existing affordable housing stock. Continued priority will also be given toward public services that provide systemic solutions through education, as well as mitigation efforts with homelessness, and at-risk for homelessness service programs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	3,437	0
Low-income	54	0
Moderate-income	27	0
Total	3,518	0

Table 7 – Number of Households Served

Narrative Information

A total of (3,518) individuals were served, of which (3,437) were identified as extremely low income. This achievement is reflective of the vital role served by CDBG funds in Santa Fe to meet the

needs of individuals and families who have very few options for support. All programs included outreach and services provided for those households and individuals with worst case housing needs, paying more than half of their income for rent, those living in seriously substandard housing, to include those without a home, or those who have been involuntarily displaced.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The global pandemic has greatly amplified the City of Santa Fe's desire to end homelessness. Converting student housing into shelter beds at its Midtown campus property demonstrated that providing long-term, safe and supported housing is the first step to ending a person's homelessness. In the upcoming program year, the City expects to further mobilize CARES Act funds to continue supporting this shelter facility, which is run by a newly created nonprofit called "Consuelo's Place". Additionally, the City will leverage local investment to make possible the purchase of multiple motel properties to be converted into permanent supportive housing. An important aspect to the evolution of the City's approach to ending homelessness is the coordination of a system-wide framework to ensure that outreach and coordinated entry systems are truly effective.

All of the city's nonprofit partners who work with homeless persons have extensive outreach activities to include veterans, their families and unaccompanied youth. The Resource Opportunity Center (ROC), once called Pete's Place, is part of the existing Interfaith Shelter and offers emergency beds in winter, meals and clothing as well as veteran's resource services and housing linking. 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 the ROC, 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 which resulted in the funding of a summer shelter for women and their children.

The City used CDBG funds during the program year 20-21 to support Youth Shelters and Family Services (YSFS) in providing Cold Weather Shelter and Transitional Living for young adults ages 17-24. During the pandemic, 47 young people ages 18-24 were provided Cold Weather Shelter (CWS). This was an increase from the prior year due to capacity restrictions of other shelters during the pandemic, a desire on the part of some youth to reduce COVID-19 transmission risk for vulnerable family members, and an expansion of the months CWS was offered. Many participants in CWS exited to their own apartments through the YSFS Youth Homelessness Demonstration Program (YHDP) Rapid Rehousing program, or, through flexible private funds and diversion case management efforts, found other ways to exit homelessness. CDBG funds also provided much-needed capital assistance for a roof replacement for the Santa Fe Youth Transitional Living Program apartments. Through the Transitional Living Program, 19 youth ages 17-21 were provided a safe place to stay and case management to help them attain their educational and employment goals.

Another way that families experiencing homelessness are assisted is through the Adelante program, which provides referrals to services, school supplies, food, clothing and other supports to students enrolled in Santa Fe Public Schools and their families. CDBG funds were used to expand staff hours which enabled the program to serve over 2,880 individuals in need, a much higher number than in previous years due to the economic shutdown related to the pandemic.

Addressing the emergency shelter and transitional housing needs of homeless persons

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, battered families, people with disabilities, veterans 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, through its community partners supports emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City of Santa Fe also 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 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.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after 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); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

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 Homeless Task Force was convened in 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.” In line with the draft recommendations of the report, in 2018 rapid rehousing was proposed as an immediate response to stabilize the housing situations of those experiencing homelessness and discharged from public institutions and systems of care. During the program year, the

City continued its work with the Built for Zero initiative, a nationally recognized, evidenced-based program which provides strategies and solutions for eliminating chronic homelessness. Implementation of the program begins with the identification of every homeless person in the City, followed by a coordinated plan with non-profits and service providers to target the specific needs of each identified individual. The goal is to provide linkage to housing for each identified homeless individual, as well as the services required, uniquely suited to their situation, and eliminate the chronic homelessness populations together as a community by 2021.

The use of Rapid Rehousing is limited by its applicability to the household in need. Life Link, the City's primary partner in administering rapid rehousing assistance, assesses each household at intake. For those with fewer barriers, rapid rehousing provides support until the household either increases income or benefits and can manage the housing expense independently. For some homeless households, rapid rehousing resources can be used to stabilize short term housing situations until a permanent supported housing unit becomes available without jeopardizing their eligibility status. Life Link and other rapid rehousing providers emphasize ongoing case management and referral to other services (employment, education, job training, budgeting, health care/insurance, food, transportation, etc.) so that when assistance ends with one program, the household is poised to enter another program if independence has not been achieved. It is likely that in the near future, local resources will need to be deployed to further support this type of assistance, given the pandemic-related and greatly increasing housing instability of low-income households.

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

For chronically homeless households, the service delivery system relies on a network of housing providers, and services coordinated through the Continuum of Care, the City's funding cycles (through the Children and Youth Commission, the Human Services Commission and the Community Development Commission), and other regional efforts. Upon intake each homeless or at-risk household is assessed to determine whether they qualify for rapid rehousing or whether their needs are more intensive. If the household has few barriers then they can use rental assistance until they are able to manage the housing expense on their own- either through income or an increase in benefits. Extensive outreach activities include veterans, their families and unaccompanied youth.

The Resource Opportunity Center (ROC) once called Pete's Place in the existing Interfaith Shelter offers emergency beds, meals, and clothing as well as veteran's resource services and housing linking for veterans and their families as well as unaccompanied youth. Homeless individuals or families can also use Rapid Rehousing to get out of the shelter system and into housing without losing their homelessness

status (dependent on the funding source). It is the responsibility of the Case Manager to be knowledgeable about housing programs and other resources in the community and to work closely with the household to identify areas that need support which include but are not limited to: permanent supported housing, employment, education, job training, budgeting, health insurance, food, transportation, and support services. Another aspect once a household is stabilized is to continue working with case management so that that housing stability is maintained when assistance ends or circumstances change.

The City has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and Las Soleras Station (87 units) where 25% of the units are set aside for people at 30%AMI or less, many of them exiting homelessness. On-site support services and referral to other service providers is also provided. Additionally, by the end of 2021, Siler Yards will offer 65 units of affordable rental housing, in collaboration with a community resource center and economic development initiatives. The City has contributed financially in various ways to each of these projects.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Santa Fe Civic Housing Authority (SFCHA) is the public housing agency in Santa Fe. As previously reported, it oversees 490 units of public housing, and manages 670 Section 8 vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Over 400 people are on the public housing waiting list, and close to 200 people on the Section 8 Voucher waiting list for Santa Fe. SFCHA receives approximately 40 applications per month for public housing. The application window is closed when 400 are reached. With only 6 to 8 families and/or individuals coming out of the program each year, new openings are extremely limited. This year is particularly challenging as the turnover for vouchers and units is practically nonexistent because of the pandemic.

The Housing Authority is considering moving towards site-based or site-driven wait lists, which better supports applicants so that the Authority doesn't have to turn an individual or family down because of location, school district or other limiting factors, and to avoid having to send an individual or household back down to the bottom of the list again.

Newly refinanced properties are being systematically renovated to address long-term deferred maintenance issues. The City of Santa Fe assists this process by donating the lease value of the land on which the units are sited which is city-owned and providing fee waivers when possible. Villa Consuelo, a 100-unit Senior housing apartment complex, was partially funded by the City's CDBG entitlement grant in 2019 for complete rehabilitation and energy efficiency improvements, estimated for completion in 2020.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Santa Fe Civic Housing Authority continues to run 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.

Actions taken to provide assistance to troubled PHAs

The PHA is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken 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. 91.220 (j); 91.320 (i)

Disproportionately, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe is reviewing its policies and practices to mitigate barriers to housing development--particularly affordable housing development. A review of city housing policies and land use and zoning regulations identified concerns in 2016, as well as in the 2017 ACH, namely stakeholders raising concerns about inconsistent and unpredictable development approval decisions and "NIMBYism" (acronym for "Not In My Back Yard") affecting approvals. According to stakeholder interviews and private sector focus groups there is a stigma associated with affordable housing developments and neighborhood associations make strong efforts to impede affordable development.

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. The advantage to these areas is they don'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, on St. Michael's Drive. Also, the City works closely with the newly formed "Santa Fe Housing Action Coalition" which brings together industry group organizations (housing providers, homebuilders, realtors, architects) and members of the public to implement outreach and education efforts about affordable housing and to lobby for recurring funding sources.

Recognizing that one size does not fit all, a new fee-in-lieu menu of options for developers was adopted in December of 2019 to ease the barriers to multi-family rental development. The inclusionary zoning ordinance 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, affordable to 50 - 60% AMI, and HUD's Fair Market Rent. Additionally, the ordinance amendments increased incentives available to Developers to encourage the set aside of rent-restricted units. In the upcoming program year, two projects will break ground with affordable units included on site.

Revenues generated through the fee in lieu of program are used 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.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As reported, the projects that were funded and executed through CDBG and local funds increase the availability of affordable housing to low and moderate income households. Furthermore, the City has actively supported the development of several LIHTC multi-family properties with local funds and through the donation of City-owned land. Applications were opened for Siler Yards, 65 units of affordable rental housing. All of the properties address the needs of people transitioning out of homelessness, renters with special needs and very low incomes by offering 25% of their units at rents affordable to those earning 30% AMI and less.

Another underserved need that was addressed during the program year was to greatly improve access to broadband and internet services. The City's Office of Economic Development expanded free wi-fi to reach the exterior of schools, libraries and City buildings in addition to mobile home parks in the 87507 zip code, Santa Fe's lowest income area. This action was in direct response to remote learning requirements which were in place for the majority of the 20-21 school year but also as a longer-term means to promote equity and economic opportunities.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

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.

As part of their home repair program, Homewise has tested 60 homes for lead since 2002. Of these, only four tested positive, which is 7% of the homes they tested. Extrapolated to the number of homes in Santa Fe built before 1950 (2,499 homes), a rough estimate is 175 homes could contain lead-based paint citywide.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

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 CDBG funds supported to reduce the number of poverty level of families in 2019 were:

- Provide Emergency home repair/improvement funding to support 19 low to moderate income homeowners (30 to 80 percent AMI) with home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters;
- Provide donated land, fee waivers and local funds to support the preconstruction work for an affordable rental development of 65 units;
- Support the efforts of local nonprofits and the Santa Fe Civic Housing Authority to build and conserve affordable rental units through fee waivers, below market lease fees and funding for pre-construction services;
- Provide wealth building opportunities and preservation of wealth through mortgage reduction loans (20).

Additionally, in 2019, local funds were used to provide short-term rental assistance for individuals and families experiencing episodic homelessness and/or in danger of losing their current housing situations. As the pandemic took hold, the City further mobilized local resources to help renters with housing costs and foreclosure prevention.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Santa Fe continuously carries out the priorities in the *2018-2022 Consolidated Plan* by collaborating with non-profit partners. The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for its partner nonprofits. Another strength of this service delivery model is that a wide array of services is provided with little overlap because of the coordination between City departments as well as between the City and nonprofit partners. This cooperation ensures that services reach those in 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.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

St. Elizabeth Shelters & Supportive Housing has been an active member of the Santa Fe Housing Action Coalition almost since its inception. As a member of the steering committee we fully support the initiatives that the coalition is proposing to reduce the barriers to affordable housing in Santa Fe.

In December 2020 St. Elizabeth took on the management of the Santa Fe Suites, a formerly 123 unit extended-stay motel and converted it into housing for those coming out of homelessness and low-income individuals and couples. Purchased by the national non-profit organization Community Solutions, who goal is to end homelessness through a systematic and methodical approach, and with funds from the City of Santa Fe and the New Mexico Mortgage Finance Authority (via the CARES Act), the project has been a resounding success. In only 7 and half months, the Suites has rented 112

apartments to formerly homeless and low-income individuals and couples. Most of them are receiving wrap around services from 2 on-site case managers as well as partnering agencies like The Life Link, the VA, and Santa Fe Recovery, to name a few. The program, property and case managers have all taken 2 classes each on the NM Uniform Owner Resident Relations Act and HUD's Fair Housing Act. The breakdown of residents is as follows: 59 Formerly homeless residents (40 are subsidized, 19 are self-pay) and 53 Market rate renters.

St. Elizabeth continues to play a strong role in providing services to the needs of the homeless in Santa Fe. With 5 separate facilities, we now sleep about 225 people a night at one of our programs. We also provide food, clothing, hygiene products and mail services to almost 2000 street clients a year. We collaborate closely with the Interfaith Community Shelter, Consuelo's Place and NM Coalition to End Homelessness. We receive \$100,000 a year from the City of Santa Fe Community Services Department Human Services Committee to provide navigation services to our shelter clients. This has enabled us to assist them with finding work, applying for social security disability, obtaining medical and mental health services and ultimately, housing.

One area that desperately needs attention is the needs of the mentally ill homeless. It appears that since COVID erupted there has been a large increase in their number. The current shelters in town are not equipped to provide much service to these individuals. There really should be a separate facility in town just for these individuals.

The City's Office of Affordable Housing coordinates closely with other City departments including the Youth and Family Services Division of the Community Services Department. The Youth and Family Services Division funds emergency housing and community development programs as well as 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

YouthWorks, as well as 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 of the City's nonprofit partners, 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. 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 is located at housing authority sites.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In the 2017 Assessment of Fair Housing, the HUD provided Opportunity Indices show that Hispanic

populations experience some of the lowest access to opportunity, particularly in the low poverty, school proficiency and labor market indexes. The indicators in Santa Fe that are of most concern are poverty and school proficiency, both of which indicate low access to opportunity. According to stakeholders and residents, lack of access to opportunity is affected by infrequent public transportation services to higher opportunity neighborhoods and destinations outside of core service areas (e.g., county social services office), limited hours and days of operation of some routes, lack of holiday service, etc. As per the 2016 Analysis of Impediments, the City's efforts to address barriers have focused on improving access to fair housing information, enhancing resident knowledge of fair housing rights and empowering residents to take action when they perceive a fair housing violation. These efforts have included:

- Preparation of outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the state Mobile Home Act. The outreach materials consist of Fair Housing Frequently Asked Questions brochures in English and Spanish and a tenant rights "Novella," both in Spanish and English called "Tino the Tenant"/"Tino el Inquilino", a story about a tenant who shares his own discrimination experiences with a group of acquaintances. Distribution is ongoing throughout the year predominantly in Spanish-speaking and lower income neighborhoods as well as through school liaisons with the Santa Fe Public Schools and community facilities throughout the city.
- The Office of Affordable Housing has participated actively with the newly formed Santa Fe Housing Action Coalition, and sponsored the production of an informational video, with a distribution plan for an outreach campaign to educate the public about affordable housing and fair housing issues
- The City of Santa Fe has committed funding or matched resources (meeting facilities), conditional on finalized budgets, to fair housing consultants to conduct fair housing training for lenders and apartment managers.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The CDBG Administrator monitors program service providers funded by CDBG to ensure compliance with requirements through site inspections and documentation of organizational structures, with applicability to HUD national objectives and scope of work. The City of Santa Fe utilizes HUD's following guides to ensure compliance:

- "Guidebook for Grantee's on Sub-recipient Oversight"
- CPD Monitoring Handbook
- "Managing CDBG"
- "Ensuring CDBG Sub-recipient Timeliness Guidelines"
- CFR 570 Federal Regulation governing CDBG and including Part 58 governing Environmental Reviews
- Davis Bacon fair wage resources via the Department of Labor

Additionally, the Office of Affordable Housing attends technical assistance trainings in monitoring, sub-recipient oversight and fair housing throughout the year. Other ways in which the City ensures that programs are monitored appropriately and that the public has opportunity for comment include:

Site Visits: For the 2019 projects funded through CDBG, site visits were held virtually. Prior to the visit, the subrecipient completed a self-monitoring checklist, describing accomplishments and procedures for complying with CDBG regulation. Staff members met via Zoom call with the leadership team of the particular non-profit sub-recipient, and reviewed selected files for accuracy based on the guiding regulations and documents. Like prior years, staff notes both deficiencies and accomplishments at the time of monitoring and by follow up letters which outline corrective actions to be taken to achieve effective, efficient program delivery. All 2019 CDBG funded activities were monitored for performance measurement and financial, as well as record keeping oversight.

Reporting and Fiscal Management: Staff ensures that all sub recipients keep detailed records for the Performance Measurement System to evaluate the effectiveness of the project in meeting the needs of targeted populations. Relevant data include the number of clients served, income and employment (locally and with the City depending on the program), assets breakdown (when appropriate) and Performance Measurement data by project type (Housing, Economic Development, Public Service or Facilities & Improvement), ethnicity and age breakdown.

This information is submitted quarterly and input into the Integrated Disbursement and Information System (IDIS) with data finalized prior to program closeout and reporting in the Program Year

CAPER. The reports track completion of the contracted scope of services and track program demand and utilization by demographic category for services provided by the program. The sub-recipient's program manager also must submit audits and/or audited financial statements which include a breakdown of the expenditures and revenue (including Program Income if relevant) and a specific description of the charges as defined in the contract.

Procurement and services provided by the subrecipients as well as the City followed the Fair Housing guidelines to include required community outreach and education for minorities, notifications in Spanish as well as translation, and any additional required and requested services specific to assist persons with disabilities including those with hearing, visual, or physical impairments.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The CDBG Citizen Participation Plan, as approved by HUD, requires that Santa Fe residents be given adequate time – a minimum of 15 days – to review the City’s use of CDBG funds as well as holding a Public Hearing at a regular City Council meeting for public comment. For the public comment opportunity, the Office of Affordable Housing published a Legal Notice in Spanish and English on Monday, August 23, 2021 in the Santa Fe New Mexican, soliciting written public comment (or comments by phone call). The document was made available from August 23 – September 8, 2021 virtually due to global health pandemic at the following website address:
<https://www.santafenm.gov/hudrequiredreportingandplans>. Paper copies were provided upon request and phone calls also accepted.

To comply with the HUD Public Hearing requirements for public input on the 2020 CAPER, the City Clerk published an official notice in the Santa Fe New Mexican Legal Section on August 26, 2021 to provide notice for the Public Hearing held on September 8, 2021.

The CAPER is made available to the public for review along with other internal committee reviews within the timeline below:

- City Finance Committee: August 30, 2021
- City’s Community Development Commission: September 1, 2021
- City Quality of Life Committee: September 1, 2021
- City’s Public Works Committee: September 7, 2021
- Public Hearing, City Council: September 8, 2021

Citizens have three options to participate. They may participate by attending public meetings, which are held virtually, given the current State of NM guidelines regarding mass gatherings. They may submit written comments via email or regular mail to the Office of Affordable Housing, and may testify at public hearings via Zoom. They may watch all public meetings and hearings on the City of Santa Fe's YouTube channel and watch past meetings through its archives, links to which are posted prominently on the City's website <https://www.youtube.com/user/cityofsantafe>. All CDBG contracts represented in the CAPER were reviewed and recommended for approval by the Governing Body prior to the start of the program year on July 1, 2020 and provided in meeting packets available on the City’s website: <https://santafe.primegov.com/public/portal>. The public review period for the Action Plan was also advertised in the Santa Fe New Mexican and the packets made available on the City’s website.

No public comments were made via the electronic documents made available on the City's website, through email or as part of the public hearing on September 8, 2021.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The global pandemic has shifted the City's approach to community development from longer term goals. In March of 2020, the Midtown campus property was partially converted into a homeless shelter, specifically for people without a safe place to quarantine or maintain social distance. Once housed, the residents were able to access an array of services, including three meals per day. Additionally, the site accepts discharged patients from local hospitals (including those who are recovering from COVID without an appropriate place to quarantine), as well as those leaving recovery programs and detention centers. As a result of the success of the Midtown Shelter and efficacy in preventing Covid outbreaks amongst the people experiencing homelessness, the City further focused this year on providing stable housing for those who don't have it (including very low income renters) not only for the duration of the pandemic but extending into the near future. Specifically, this was achieved through the use of State of NM CARES Act funds to partially fund the purchase of the Santa Fe Suites, a long stay motel property that is in the process of being converted into permanent supportive housing.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.