City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
SEPTEMBER 29, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency and the Mayor's Proclamation of Emergency, the Governing Body meeting will be conducted virtually.

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

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

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

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

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

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/86954876931?pwd=cTkvL2FPcGxqb2xWQU1qRHVSZ0p1dz09. **Passcode: 661440**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

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Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Cassutt

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

Councilor Lindell

4. **INVOCATION**

Councilor Romero-Wirth

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – September 8, 2021

9. **PRESENTATIONS**

   a. COVID Update. (Kyra Ochoa, Community Health and Safety Directro, krochoa@santafenm.gov, 955-6603)

10. **CONSENT CALENDAR**

a. Request for Award of Proposal #22/04/P Professional Services Agreement with Financial Consulting Solutions Group, Inc. for 4 years in the Amount of $636,052.51 Inclusive of NMGRT. (Maya Martinez, Public Utilities Fiscal Administrator, mfmartinez@santafenm.gov, 955-4271)

Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

b. Request for Approval of a Professional Services Agreement in the Total Amount of $417,685 for Behavioral Health Direction in FY's 22, 23, 24 and 25; Therapeutic Solutions Consulting, LLC. (Andres J. Mercado, ajmercado@santafenm.gov, 505-629-6255)

Committee Review:
Quality of Life Committee: 09/15/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

c. Request for Approval of Amendment No. 2 to Contract #19-0591 for Coming Home Connection to Increase Compensation an Additional $75,000 for FY22 Navigation and Safety-Net Services for a Contract Total of $225,000. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

d. Request for Approval of Amendment No. 2 to Contract #19-0593 for Interfaith Community Shelter to Increase Compensation an Additional $150,000 for FY22 Navigation and Safety-Net Services for a Contract Total of $450,000 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:

Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

e. Request for Approval of Amendment No. 2 to Contract #19-0587 for La Familia Medical Center to Increase Compensation an Additional $75,000 for FY22 Safety-Net Services for a Contract total of $225,000. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

f. Request for Approval of Amendment No. 2 to Contract #19-0592 for the LifeLink to Increase Compensation an Additional $70,000.00 for FY22 Navigation and Safety-Net Services for a Contract Total of $210,000. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

g. Request for Approval of a Professional Services Contract for a Total Amount of $376,000 for a Four (4) Year Contract to Aspen Solutions, LLC to Provide Program Evaluation Using a Results Based Accountability Framework for the Grantees of the Human Services Committee and Children and Youth Commission. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

h. Request for Approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation (SFCF)

for SFCF to Serve as Fiscal Sponsor for a CONNECT Wellness Fund, No Funds Attached. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

i. Request for Approval of Amendment No. 2 to Contract #19-0584 for St. Elizabeth Shelter to Increase Compensation for an Additional $100,000 for FY22 Navigation and Safety-Net Services for a Contract Total of $300,000. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

j. CONSIDERATION OF RESOLUTION 2021-__: (Councilor Abeyta, Councilor Rivera, and Councilor Vigil Coppler)
A Resolution Adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services, Community Health and Safety Department. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603 and Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 955-4710)

Committee Review:
Introduced: 09/08/21
Quality of Life: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body: 09/29/21

k. Request Approval of Amendment #1 of the Professional Services Agreement #19-0127 with WSP USA for Engineering Services Related to the Arroyo Chamisos Crossing Project to Increase Compensation by a Sum Not to Exceed One Hundred Fifty Thousand, Seventy-Five Dollars and Three Cents

($150,075.03) Excluding New Mexico Gross Receipts Tax. (Regina Wheeler, PW Department Director, 955-6622, rawheeler@santafenm.gov)

1. Request Approval of Budget Amendment Resolution (BAR) in the Amount of $250,000 from Roads Impact Fees to Fund Completion of Phase 1B "Detailed Analysis of Alternative B" for CIP #876B – Arroyo De Los Chamisos Crossing Project.

Committee Review:
Finance Committee: 09/20/2021
Public Works & Utilities Committee: 09/27/2021
Governing Body: 09/29/2021

l. Request for Approval of Change Order #2 to CIP #957 Aeration, Project, Bid Number '20/17/B with RMCI Inc. for an Increase in the Amount of $750,968.20. (Efran Morales, Wastewater Management Plant Supervisor, emmorales@santafenm.gov, 955-4618)

1. Request of a Budget Adjustment Resolution (BAR) from the Wastewater Enterprise Fund in the Amount of $750,968.20.

Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

m. Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $850,000 to Construct CIP #842B Camino Entrada Roundabout. (Romella Glorioso-Moss, PW Project Administrator Sr., rsglorioso-moss@santafenm.gov, 955-6632)

Committee Review:
Finance Committee: 09/20/2021
Public Works & Utilities Committee: 09/27/2021
Governing Body: 09/29/2021

n. Request for Approval of Budget Amendment Resolution in the Amount of Seven Hundred Thousand Dollars ($700,000) to Fund the Settlement Agreement with AFSCME in PELRB Case #106-20 Approved by the Governing Body on September 8, 2021. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

Committee Review:
Finance Committee: 09/20/2021
Public Works and Utilities Committee: 09/27/2021
Governing Body: 09/29/2021

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval of Amendment #2 to Professional Services Agreement 19-0748, Increasing Compensation in the Amount of $1,000,000 to a Total Amount of $2,000,000 Plus NMGRT for Professional Design Services with Wilson & Co. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Public Works & Utilities: 09/27/2021
Governing Body: 09/29/2021

b. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Extending the Emergency Proclamation Declared by the Mayor on September 27, 2021, by Forty Days, Expiring at Noon on November 8, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcshery@santafenm.gov, 955-6961)

Committee Review:
Governing Body: 09/29/21

c. **Request to Publish Notice of Public Hearing on October 27, 2021.**
Consideration of Bill No. 2021-23. An Ordinance Amending Section 9-1.7 SFCC 1987 Regarding Ranked Choice Voting to Amend How a Tie Vote Between Two Candidates is Resolved. (Councilor Garcia) (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502 and Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Introduced: 09/20/21 (Finance Committee)
Ethics and Campaign Review Board: 09/28/21
Governing Body (Request to Publish): 09/29/21
Quality of Life Committee: 10/06/21
Finance Committee: 10/18/21
Governing Body (Public Hearing): 10/27/21

d. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Recognizing the Need for Coordination of Assistance for Afghan Immigrants in Need of Humanitarian Assistance Arriving in New Mexico; Adopting a Strategy to Assist; and Reaffirming the City of Santa Fe's Commitment to Being a Welcoming Community. (Kyra Ochoa, Community Health and Safety Department Director: krochoa@santafenm.gov, 955-6603)

Committee Review:
Introduced: 09/27/21 (Public Works and Utilities Committee)
Governing Body: 09/29/21

12. **MIDTOWN OVERVIEW**

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

Progress Report: Overview of September 2021 Activities
Presenter: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation – September 29, 2021.

EVENING SESSION - 7:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-20. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Garcia, Councilor Romero-Wirth, and Councilwoman Villarreal)
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, Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Introduced: 08/02/21
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

b. CONSIDERATION OF BILL NO. 2021-21. ADOPTION OF ORDINANCE 2021-____. (Councilwoman Renee Villarreal, Councilor Cassutt, and Councilor Garcia)
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)

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

c. CONSIDERATION OF BILL 2021-19. ADOPTION OF ORDINANCE 2021-____.

An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:
Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body (Public Hearing): 09/29/21

21. **ADJOURN**

City of Santa Fe

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Closed captions are provided for this meeting. Persons with disabilities in need fo additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

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5:00 PM
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AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilwoman Villarreal

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

Councilor Garcia

4. **INVOCATION**

Councilor Rivera

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – August 25, 2021

9. **PRESENTATIONS**

   a. Informational Briefing by the U.S. Forest Service on the Santa Fe Mountains Landscape Resiliency Project- Sandy Hurlocker, Santa Fe National Forest Ranger. (Alan Hook, Water Resources Coordinator Asst.: aghook@santafenm.gov; 955-4205) **INFORMATION ONLY**

b. City of Santa Fe Monthly Water Supply and Demand Update. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. 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, 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 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, 955-5040)

1) Request for Approval of Budget Amendment Resolution in the Amount of $902,076

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

c. 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. (Benjamin Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

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

d. Request for 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. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

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

e. Request Approval for Award of Bid Number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C Construction, LLC. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $3,500,000.

Committee Review:
Finance Committee: 08/30/2021
Public Works and Utilities Committee: 09/07/2021
Governing Body: 09/08/2021

f. Request for 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. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

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

Governing Body: 09/08/2021

g. Request for Approval of Budget Amendment Resolution (BAR) Amendment to Allocate $4,000,000 for Use of General Fund GRT Revenues Earned in the Prior Year (FY21) Above Budgeted Revenue to Fund the Southside Teen Center Project. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Finance Committee: 08/30/2021
Public Works and Utilities Committee: 09/07/2021
Governing Body: 09/08/2021

h. Request for Approval to Award ITB #21/38/B to Low Bidder EMCO of Santa Fe, LLC, for Runway 2 Runway Safety Area (RSA) Grading, in a Total Amount of $396,886.41, Inclusive of New Mexico Gross Receipts Tax. (Mark Baca, Airport Manager: mdcaca@santafenm.gov, 955-2901)

Committee Review:
Finance Committee: 08/30/21
PW/U Committee: 09/07/21
Governing Body: 09/08/21

11. **DISCUSSION/ACTION ITEMS**

a. **Request to Publish Notice of Public Hearing on September 29, 2021.** An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to

Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:
Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body (Public Hearing): 09/29/21

b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from SF Wine & Spirits, Inc. for a Transfer of Location Only of Dispenser Liquor License No. 0156 from 1005 S. St. Francis Drive, Suite 101, Santa Fe, to Susan's Fine Wine and Spirits, 632 Agua Fria, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Liquor Hearing: 08/16/2021
Governing Body: 08/25/2021
Governing Body: 09/08/2021

c. **Ratification of the City Manager's Approval of** Airport Coronavirus Response Grant Program (ACRGP) Concessions Relief Addendum Award No. 3-35-0037-056-2021 in the Amount of $30,578 and Approval of the BAR to Budget Grant Funds into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:
Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/21

d. **Ratification of the City Manager's Approval of** Airport Rescue Grant Award No. 3-35-0037-057-2021 in the Amount of $2,226,110 and Approval of the BAR to Budget Grant Funds Into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:
Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/2021

e. Request for Approval of an Agreement with Jayne's Corporation for the Construction of the South Side Teen Center in the Total Amount of $9,267,014.53 Including New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-795-2491)

Committee Review:
Governing Body: 09/08/2021

f. Review and Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County for Placement and Maintenance of Election Ballot Drop-Boxes on City of Santa Fe Property. (Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6512 and Kristine Mihelcic, City Clerk and Community Engagement Director, kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Governing Body: 09/08/2021

g. Approval of a Settlement Agreement with AFSCME in PELRB Case #106-20 for an Amount of Seven Hundred Thousand Dollars ($700,000) and Reimbursement of Leave Accruals. (Christopher Ryan, Senior Assistant City Attorney; cwryan@santafenm.gov, 955-6843 and Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

Committee Review:
Governing Body: 09/08/2021

h. Approval of a Mediation Settlement Agreement and Release of Claims with the New Mexico Taxation and Revenue Department in *City of Albuquerque,*

et al. v. New Mexico Taxation & Revenue Dept., D-202-CV-2018-08036 for a Gross Recovery of Two Million, Six-Hundred-Ninety-Five Thousand, Eight Hundred Ninety-One Dollars and Ninety-Three Cents ($2,695,000.93). (Erin K. McSherry, City Attorney; ekmcsherry@santafenmgov, 955-6512)

Committee Review:
Governing Body: 09/08/2021

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

    a. Introduction of Legislation

EVENING SESSION - 7:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

18. **APPOINTMENTS**

19. **PUBLIC HEARINGS**

    a. CONSIDERATION OF BILL NO. 2021-17. ADOPTION OF ORDINANCE 2021-____. (Mayor Webber)
    An Ordinance Authorizing the City of Santa Fe ("Borrower") to Enter into a Loan Agreement with the New Mexico Environment Department ("NMED") for the Purpose of Obtaining Project Loan Funds up to the Amount of $4,000,000 Plus Accrued Interest and Loan Subsidy Grant Funds in the Amount of $180,000 for Total Funded Amount not to Exceed $4,180,000; Designating the Use of the Funds for the Purpose Defined in the Most Current Project Description Form as Approved by NMED; Declaring the Necessity for the Loan; Providing that the Loan Will be Payable and Collectible Solely from the Borrower's Pledged Revenues Defined Below;

and Prescribing Other Details Concerning the Loan and the Security Therefore. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)

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

b. CONSIDERATION OF BILL NO. 2021-18. ADOPTION OF ORDINANCE NO. 2021-____. (Mayor Webber)
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): 08/11/21
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

c. 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: 08/30/2021
Community Development Commission: 09/01/2021
Quality of Life Committee: 09/01/2021
Public Works and Utilities Committee: 09/07/2021
Govering Body (Public Hearing): 09/08/2021

20. **ADJOURN**

21. **UPCOMING PUBLIC HEARINGS**

a. **UPCOMING PUBLIC HEARINGS**
Meeting Date – September 29, 2021
Publication Date – September 10, 2021

CONSIDERATION OF BILL NO. 2021-20. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Garcia, Councilor Romero-Wirth, and Councilwoman Villarreal)
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, Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Introduced: 08/02/21
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

CONSIDERATION OF BILL NO. 2021-21. ADOPTION OF ORDINANCE 2021-____. (Councilwoman Renee Villarreal, Councilor Cassutt, and Councilor Garcia)
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

Closed captions are provided for this meeting. Persons with disabilities in need fo additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

Governing Body
SUMMARY INDEX
September 8, 2021

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
2. Pledge of Allegiance	Led by Councilor Villarreal	1
3. Salute to the State Flag	Led by Councilor Garcia	1
4. Invocation	Led by Councilor Rivera	1-2
5. Roll Call	Quorum Present	2
6. Approval of Agenda	Approved as amended	3
7. Approval of Consent Calendar	Approved as amended	3
8. Approval of Minutes		
a) July 28 Meeting on August 25, 2021	Approved	4
9. Presentations		
a) Forest Service Project	Informational	4-6
b) Water Supply and Demand Update	Informational	6-9
10. Consent Calendar	Listed	9-12
b) Axon Agreement	Approved	9-11
11. Discussion/Action Items		
a) Cannabis Zoning Issues	Approved	11-12
b) Liquor License Transfer	Approved	12-20
c) Airport Coronavirus Response	Approved	21-22
d) Airport Rescue Grant Award	Approved	22
e) Teen Center Construction	Approved	22-24
f) County MOA for Ballot Boxes	Approved	24-26
g) AFSCME Settlement	Approved	26-27
h) NMTRD Mediation Agreement	Approved	27-29
12. Matters from the City Manager	Informational	29
13. Matters from the City Attorney	Recommendation	30
14. Matters from the City Clerk	Informational	33
15. Communications from Governing Body	Communication	29-33
Evening Session	Began at 9:33	34
16. Roll Call	Quorum Present	34
17. Petitions from the Floor	No Petitions	34
18. Appointments	None	34
19. Public Hearings		
a) NMED Project Loan	Approved	38-40
b) Marijuana Ordinance	Approved	40-41
c) CDBG CAPER Review	Approved	34-38
20. Adjournment	Adjourned at 10:43 p. m.	41-42

Minutes of the
Regular Meeting of the Governing Body
Wednesday, September 8, 2021
Virtual Meeting

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, September 8, 2021, at approximately 5:01 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Villarreal in Spanish.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Rivera. He honored those lost in the "911 attacks" and for the firefighters and others serving the emergency. He offered a prayer for all firefighters.

Councilor Villarreal remembered the passing of her dear childhood neighbor, Sharon Tiner.

Councilor Garcia recognized the life of Bernadette Tennyson, strong educator and was an advocate very vested in education He remembered her family and grandchildren.

Councilor Vigil Coppler thanked Councilor Rivera for his wonderful prayer. It was a horrible day in our lives and gave thanks to all families with firefighters and police officers who whose families worked there and the others who were there and tried to stop the flames, etc. She remembered our own firefighters and police of Santa Fe. For the work they do and sacrifices they make thanks to them for doing what they do. We will never forget.

Councilor Romero-Wirth sent condolences to her family upon the death of her aunt who was a nurse administrator in Albuquerque and especially to her aunt's son and his wife and gave thanks for the great life she lived.

Mayor Webber joined Councilor Garcia in his remembrance and also gave condolences to Richard Czoski who just lost his wife after his retirement from the Railyard Community Corporation as Executive Director. Let's take time of silence in remembrance to those lost 20 years ago at the World Trade Center, and others.

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

5. ROLL CALL

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

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

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Andrea Salazar, Assistant City Attorney
Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Community Health & Safety Director
Regina Wheeler, Public Works Department Director
Rich Brown, Community & Economic Development Department Director
Andrew Padilla, Chief of Police
Ben Valdez, Deputy Chief of Police
Sean Strahon, Police Department
Sam Burnett Facilities Division Director
Jesse Guillen, Legislative Liaison
Noah Berke, Current Planning Manager
Melissa McDonald, Acting Parks Division Director
Kyle Hibner, City Prosecutor
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Councilor Villarreal wondered, if possible, to change evening agenda to have agenda item 19c CAPER moved up to be the first public hearing.

MOTION: **Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to amend the posted agenda by moving item 19 c) as the first item heard under Public Hearings.**

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

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

Against: None

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

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

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

Against: None

7. APPROVAL OF CONSENT CALENDAR

Councilor Villarreal asked to discuss Item 10(b).

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the Consent Calendar as amended with item 10(b) removed for discussion.**

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

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

Against: None.

8. APPROVAL OF MINUTES

a. Regular Governing Body Meeting – August 25, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the Minutes of The Regular Governing Body meeting on August 25, 2021, as presented.

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

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

Against: None.

9. PRESENTATIONS

a. Informational Briefing by the U.S. Forest Service on the Santa Fe Mountains Landscape Resiliency Project- Sandy Hurlocker, Santa Fe National Forest Ranger. (Alan Hook, Water Resources Coordinator Asst.: aghook@santafenm.gov; 955-4205) **INFORMATION ONLY**

Ms. Bustos-Mihelcic read the caption for this item. Ranger Hurlocker and Mr. Hook were present.

Mr. Hook said this is a briefing on the landscape resiliency project to explain the process and the work to be done.

Ranger Hurlocker presented the briefing. He noted this project has been on the books for several years and they are now ready to roll out the Environmental Assessment (EA) next week in draft format. First is to talk about where we were a couple of years ago when we discussed the loss of habitat and other assets. As we went through the EA, we got into fire ecology and possible catastrophe. Science informs the imbalance of this area from where it should be. The EA explains well the ecology and how fire works on those landscapes.

The Forest Service is trying to restore the landscapes to provide benefit and be in tune with fire ecology there. They determined objectives of restoring the forest to its natural fire regime which means a low-intensity fire every other year, reducing high intensity fires propensity to protect watersheds,

wildlife, and recreation. They realized the Mexican Spotted Owl habitat was larger than previously considered. Spotted owls are a threatened species.

He referred to a map showing the 107,000 acres in the area where the 50,000 acre project will undertake thinning and prescribed burns that have been done successfully in the watershed and now they will do outside the watershed. The Medio Fire last year ran into one of those areas and slowed it down. Around Pecos and Glorieta, they want to do those basic treatments and stream restoration and close on the road that follows the stream.

The draft EA is at the contractors now and he expected to have it released next Monday to the public for review on September 13th.

During scoping there was a request for extra review time. They decided to delay the 30-day comment period because of its size, and will not start the 30 days until September 27 to accommodate the request for public review to a 40-day comment period.

He commented that ecological restoration for a balance that makes the area resilient and protects the Mexican Spotted Owl is needed. With no thinning, it wouldn't be a suitable habitat even without a fire.

Ranger Hurlocker said the Forest Services is giving out information on how to make comment and participate in either of the two virtual public meetings in October. He directed people to the Forest Service web page and the notice issued will have a link to the document.

Councilor Villarreal thanked him for presenting and sharing the next step on EA and public meetings in October. She said the Council got information from the Santa Fe Forest Coalition and she wondered about the proposed thinning and prescribed burns. She pointed out that trees communicate through their root system and share resources, so she asked, when they thin and burn, what happens with the trees left in the area.

Ranger Hurlocker saw that as a question for the soils staff and horticulturalist. He had read some of the articles on connectivity. "It is kind of an unknown because we don't know how they communicate. We have thousands of acres under our belts for protection of soils and have not seen large scale die-off or loss of trees. So we believe what we are doing is okay."

Mr. Hook said he was not a horticulturist either but a lot of work was done in the Santa Fe Watershed to protect water supply. There is evidence in research that 50-60 trees per acre is best. "Too many trees mean more trees are susceptible to disease and uncontrolled wildfire. For over a decade, we see trees becoming more resilient. The fires prescribed don't get to the crown or take out the whole forest."

Councilor Villarreal asked him to direct her to information about prescribed burns. Her other question was how tree health is affected by climate change and perhaps a need to modify what the Forest Services does with those burns because of it.

Ranger Hurlocker explained the prescribed burns are simple treatments to burn the piles and then do the broadcast burn. “It is not complicated. What is complicated is the weather and it is not so much changing the treatment but when we can do the burns with this weather. We talk in the EA about, by sight, how the area will react. If it is really dry, we do a light prescribed burn to burn off the needles in the topsoil and that is best done after the monsoon season and leaves the soil untouched.”

Mr. Hook added that timing of the burn is important. A window in the fall opens into October. Smoke in the air is the balance with climate change. We are all sensitive to smoke in the air and don’t want prolonged exposure to smoke.

Ranger Hurlocker noted that climate change makes it harder to find the window. As things get hotter and drier, we will have more options to keep them small and not damage resources.

Councilor Villarreal heard there was a decision last year to not do prescribed burns since we are still battling COVID.

Ranger Hurlocker explained that getting the smoke up and out is the goal. This year with COVID, the firefighters are busy and coming home tired, if we can find the window, we will try prescribed burns this year.

Councilor Villarreal thanked them for root/soil information being sent.

b. City of Santa Fe Monthly Water Supply and Demand Update. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) **INFORMATION ONLY**

Ms. Bustos-Mihelcic read the caption for this item. Jesse Roach was present for it.

Director Roach updated the August supply/demand of water. He proposed to report monthly through October and then resume in the spring. It is available on our website. He reviewed the statistics for August that processed 600 million gallons of water. On August 4 and 17, muddy water in river meant more well production. Water sources showed 73% of production was from the river and 27% from wells. His graphic had a dotted

grey line that compared with 2020 production. The good monsoon reduced the City's dependence. The next figures showed reservoir storage and San Juan Chama Storage. (Heron and El Vado). In August, storage was lower than in last couple of years and a result of the drought. The city has 13,000 ac/ft in storage (more than a year's worth) just in the Chama Water.

He showed the inflows to McClure through the gauge. It was less until July 1 and then went to the largest flows in August.

Mayor Webber asked what the take-away items were that the Governing Body should read out of those charts.

Director Roach summarized that, although we are in significant drought now, our water resiliency is still alive and well. The first take-away was conservation – using less water this year than last year - less than 9,000 ac/ft of water. Even in this dry year, 73% was from surface water resources. We are still allowing our wells to recover from the 1990's when they were overused.

Mayor Webber appreciated that. It gives us a good view of resources and demand. It appeared the demand was exceeded by resources by about 4,000 ac/ft.

Councilor Garcia recalled last night Director Roach said our resources are dependent on river water being available. He asked if there is an Option B if the river water is much reduced and what would a projection like that would look like. The City needed a Plan B for that circumstance. It is less and less as each year goes by. If Santa Fe relies heavily on river water, and it is lacking, we would be in a position where our supply doesn't meet the demand. He didn't know if that could be addressed for the October meeting but hoped for it.

Director Roach first responded that the City does long-range planning, and took the basin study and looked at what climate change might do with a 25-33% reduction in the river flows as a scenario. It projected an increased demand and ended up with shortages if there was no more river flow. That would be far down the list of possibilities. They also could provide that. They have presented with consideration of return-flow and that was where they landed on Plan A.

Councilor Garcia pointed out that if return flow was not allowed, that is where Plan B is needed. It might seem extreme to some, but we should be

prepared, and future generations would surely ask why we didn't plan for an extreme situation.

Councilor Romero-Wirth asked what groundwater included.

Director Roach said groundwater is water extracted through our wells from the underground aquifer.

Councilor Romero-Wirth understood thatBuckman is one area and City wells is another area.

Director Roach agreed.

Councilor Romero-Wirth asked about river water or surface water.

Director Roach clarified that river and surface water are the same thing.

Councilor Romero-Wirth felt it was important to understand the distinction. In 2019, the Governing Body approved a resolution to set up a water plan for the future and the plan suggested that in 50 years, we might have a shortage. So the Governing Body directed long term planning. And that planning is being done in five-year chunks.

Director Roach agreed. We proposed a five-year planning cycles and went through one last week. We are defining the most likely scenarios and what we should prepare for changes in population growth, changes in demand, etc. and the most recent climate change statistics. In the fourth year of the cycle, we would recommend what to do about the results we found. At each stage we ask for feedback from the public and how we can make sure we are prepared for next 40-80 years.

Councilor Romero-Wirth asked him to comment on well water increases. We also lowered the reservoir level for dam repair and asked if that was in the stats.

Director Roach said they hoped to start on the Nichols conduit to bring the old infrastructure up to date and hoped to do it this past winter but couldn't get prepared for it. So we could not empty Nichols and now they are planning to start next fall. We used our wells more because of lack of river flow. At the BDD, we can run into muddy water. At this time, we decided to stop treating when the mud reaches a certain level. We run our wells every

year to make sure they can operate when we need them. And in any given year, we could go entirely to well water. Last year, we got into high 200's and had never seen that before and the wells worked fine. So far, we see we can divert down to that level.

Mayor Webber thanked Director Roach for the presentation and answers.

10. **CONSENT CALENDAR**

a. 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, 955-5040)
Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body Committee: 09/08/21

DISCUSSED

b. 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, 955-5040)
1) Request for Approval of Budget Amendment Resolution in the Amount of $902,076
Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body: 09/08/21

Ms. Bustos-Mihelcic read the caption for this item. Ben Valdez and Sean Strahon were present from the Police Dept.

Councilor Villarreal didn't think a presentation was needed. It was extensive at the QOL meeting. She appreciated the details on training. We are protected from facial recognition in this contract. And it explains what tasers meant. She wanted to be assured the storage charges would not continue if the City canceled the contract.

Deputy Chief Valdez explained that if we end the agreement with Axon, we would need a cloud storage or a server on which to store the data. And would need to purchase one or the other. With access, we would be able to use the data. The Department would hope for a virtual server rather than a physical server, but he needed to get estimated costs from IT.

Councilor Villarreal noted on the internet an article of an agency in California that could not get out of their contract with Axon. She also wanted to be assured the City is self-sufficient and not totally dependent on contractors from IT who knows all the ins and outs of the system and the software.

She also wanted to understand again the two reasons why it did not get included at the budget hearings in April. The required body cams from State came in March and upgrades to the evidence room. She asked why the Governing Body was not notified about this $5 million contract with Axon. We needed a heads up on it.

Chief Padilla said they flagged that topic and budget for the entire City but were not able to address it. It has been his bosses' call for several years.

Councilor Villarreal understood, but said it was not told to the Governing Body, even during budget hearings. It would have been nice to know it was coming up with requirements from the State Legislature.

Chief Padilla apologized and said they would next time.

Councilor Villarreal hoped it will be beneficial, but these are things that need to be flagged when there is not money for it. This is a 5-year commitment and the Governing Body should be told what is coming for long term needs.

Deputy Chief Valdez recalled letting the Governing Body know first in April 2020. He did not have the cost of the contract then but started researching it in spring of 2020 and provided estimates to their leadership. He will do better to share it with Governing Body. The first step was for security. We will attempt to provide all information on it to the Governing Body.

Councilor Vigil Coppler asked about training.

Director Ochoa briefly described the virtual reality training

MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, to approve the agreement with Axon Enterprises as presented.

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

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

Against: None

c. 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. (Benjamin Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

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

d. Request for 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. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

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

e. Request Approval for Award of Bid Number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C Construction, LLC. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $3,500,000.

Committee Review:
Finance Committee: 08/30/2021
Public Works and Utilities Committee: 09/07/2021
Governing Body: 09/08/2021

f. Request for 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. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

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

g. Request for Approval of Budget Amendment Resolution (BAR) Amendment to Allocate $4,000,000 for Use of General Fund GRT Revenues Earned in the Prior Year (FY21) Above Budgeted Revenue to Fund the Southside Teen Center Project. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)
Committee Review:
Finance Committee: 08/30/2021
Public Works and Utilities Committee: 09/07/2021
Governing Body: 09/08/2021

h. Request for Approval to Award ITB #21/38/B to Low Bidder EMCO of Santa Fe, LLC, for Runway 2 Runway Safety Area (RSA) Grading, in a Total Amount of $396,886.41, Inclusive of New Mexico Gross Receipts Tax. (Mark Baca, Airport Manager: mdcaca@santafenm.gov, 955-2901)
Committee Review:
Finance Committee: 08/30/21
PW/U Committee: 09/07/21
Governing Body: 09/08/21

11. **DISCUSSION/ACTION ITEMS**

a. **Request to Publish Notice of Public Hearing on September 29, 2021.** An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other

Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:

Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body (Public Hearing): 09/29/21

Ms. Bustos-Mihelcic read the caption for this item. Andrea Salazar and Noah Berke were present.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the request to publish notice as presented.

Discussion on the Motion:

Councilor Vigil Coppler pointed to attachments on PrimeGov and noted the action taken at the Public Works Committee (PWC) was not accurate. The PWC pulled it off the agenda and there was no vote on it.

She thanked Ms. Salazar for the good presentation today at the EDAC meeting. There are many unanswered questions, but this is brand new. She found it useful that an offer of a link provided an overlay of 300 feet. It was a big file that could not be loaded on Prime Gov but can be accessed. And the overlay was laid out on where companies might be located. She gave kudos to all Staff who worked on it. The Planning Commission also worked on it.

Mayor Webber pointed out this is only a request to publish notice.

Councilor Garcia wanted to confirm on the confusion that it is going back to PWC.

Councilor Rivera said, in looking at the Action Sheet, it was probably an error and should have been for QOL from Ms. Diaz who just started working on it.

Councilor Lindell understood it would come back to PWC.

Manager Berke agreed. There were last-minute corrections by the City Attorney's Office, and it would go back to Public Works on September 27.

Councilor Vigil Coppler agreed that the Action Sheet should be removed.

Councilor Rivera pointed out that this is just a notice to publish so it will be heard by the public on September 29 at the Governing Body meeting.

Mayor Webber agreed. This keeps the process moving and retains committee oversight.

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

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

Against: None

b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from SF Wine & Spirits, Inc. for a Transfer of Location Only of Dispenser Liquor License No. 0156 from 1005 S. St. Francis Drive, Suite 101, Santa Fe, to Susan's Fine Wine and Spirits, 632 Agua Fria, Santa Fe. (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Liquor Hearing: 08/16/2021
Governing Body: 08/25/2021
Governing Body: 09/08/2021

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

Councilor Lindell recused herself and left the room.

MOTION: **Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve the liquor license transfer request as presented.**

Discussion on the Motion:

Mayor Webber asked Ms. McSherry to frame the issue of the authority of the Governing Body and other issues such as Land Use and Planning issues.

Ms. McSherry recalled the last consideration and remanding that took place. This adds more detail to the case with the traffic review and the Hearing Officer's recommendation was not a contingent recommendation. There were no conditions of his recommendation of approval and traffic could be taken into consideration. We are just looking at the license transfer itself that considers the statutory provisions.

The concern was whether the transfer would affect the health, safety, or morals of the community. She looked more deeply at the case law and could respond to questions.

Councilor Romero-Wirth asked for her to speak on the substantial evidence.

Ms. McSherry clarified this was not opinion evidence but competent evidence through direct knowledge or expert testimony. She acknowledged that personal knowledge also can be relied upon. Once the preliminary recommendation is found to be a problem, the burden is on the applicant to resolve it.

Councilor Romero-Wirth thanked her and commented that the cases sometimes speak to the type of evidence that happens a lot where people express an opinion that they don't like alcohol establishments.

Ms. McSherry clarified that a generalized concern about alcohol is not sufficient. If it meets zoning, it must be direct testimony on the applicant.

Councilor Vigil Coppler asked what happened to the conditions of approval on the relocated access. She asked if the Hearing Officer provided any follow up on that issue.

Ms. McSherry agreed. The updated memo is the second attachment in the packet.

Ms. Bustos-Mihelcic agreed. It has the updated report and updated memo from the Hearing Officer. The first link was the updated report and the second link was an amended application.

Ms. McSherry explained the attachment on page 1 of the first link and the Findings of Fact section was where the Hearing Officer explained his intent about traffic.

Councilor Vigil Coppler understood he explained his notes in his recommendation. She also found some recommendations about making it one way in and one way out. But we are not here to discuss that. But she

wondered, if there was a traffic consequence, and if there was a mishap, what kind of liability the City would bear.

Ms. McSherry said it would be no different than with a business without a liquor license. That was not in front of the Governing Body now.

Councilor Vigil Coppler agreed, but it was still a concern that a traffic engineer on Staff could put it on the radar for future analysis. It makes good business sense for the applicant. But because we cannot deal with the traffic conditions, we should keep an eye out for it in some way and not create more problems on our streets.

Councilor Villarreal asked Ms. McSherry to explain the traffic review done recently and an explanation on traffic patterns.

Ms. McSherry said the applicant is aware of the traffic concerns and cannot bring that conversation into this case. It has been highlighted to them. The traffic engineer found it not ideal and recommended another alternative and it would be an issue regardless of the liquor license. If it was unique to liquor license, the Governing Body could consider it, but it is not.

Councilor Villarreal agreed. And because it was not in record, we cannot consider that and she could not ask any of her questions. She didn't agree with the belief that the transfer would cause increased crime.

She referred to # 17 on page 7 and did not agree there was no competent evidence showing an impact on traffic. She felt a liquor store was different than another type retail store. Other businesses in the area don't have the patron turnover a liquor store has. So the access issue was still on her mind. She wished there was a way the Governing Body could deal with it. There was probably evidence on how a liquor store was different from other businesses. It was hard for her to try to connect that one piece with this type of business. She felt that most of her questions, like moving in before the license was granted, made her distrust it. Overall, the differential impact of traffic was giving her pause.

Councilor Garcia asked for the reason Councilor Lindell had recused herself from this case. He thought Councilor Villarreal was really onto something on turnover because of the type of license. The Governing Body must take into consideration the time patrons spend at a business. More times than not, a consumer is there for 15 minutes or less. Tasting might prolong it. It was expressed as a concern by the Public Works Team. So, due to our ordinances, this process is flawed. He believed the Governing Body could consider patronage in this type of license. If not, how does the Governing Body address the clear concerns. Access is a definite concern How do we address that?

Ms. McSherry said the Governing Body could consider it if there was competent testimony that clearly showed a differential. That would need to be identified to discuss it.

Councilor Garcia asked what other testimony we would need.

Ms. McSherry explained that the review was not based on the license. It was just on the location and access. The Hearing Officer said on page 8 that no condition of approval was imposed.

Councilor Garcia posed an example of unacceptable traffic and Ms. McSherry said it would not have a review or would require a policy change for it to be considered.

Councilor Garcia reasoned that we have a flawed process with clear cut evidence that we could make it better but cannot consider it here to make sure there is safety in that community. It is not to say he didn't support the business. It should be heard in the normal process and not quasi-judicial.

Councilor Cassutt pointed out that if this was any other type of business, we would not have had this conversation. How frequently does this come up? Are these policy questions we should consider? She was not sure who could answer that.

Ms. McSherry didn't know. The Governing Body has not had controversial liquor transfers in the past. We changed to use a Hearing Officer because we did not have much public conversation on them. In the 1990's there was a bunch of litigation on them and after that, the law was clearly established. Challenges don't go very far. They don't go to appellate courts.

Ms. Bustos-Mihelcic agreed. We have hearings on Zoom on a regular basis and they usually last about ten minutes, and some are done in five minutes. This is the most controversial one. And most are considered here under the Consent Agenda.

Councilor Cassutt agreed it was something for us to think about. It seemed the process works very well about 99% of the time.

Ms. Bustos-Mihelcic welcomed suggestions for the procedures for making it more useful or including anything the Hearing Officer should address in their hearings.

Councilor Cassutt thought questions that were not relevant to the issue, should be considered elsewhere.

Ms. McSherry agreed.

Councilor Cassutt said the Governing Body can look at the evidence in the record, There is evidence the applicant is willing to work with the neighborhood and as a result, had agreed to change the ingress/egress. We can't make a requirement, but that evidence is there in the previous record. She wanted to confirm that there were no requests for variances at this location and the location was in a place where alcohol can be served without a variance. So she could see no reason to deny their request for a license transfer. It should be approved at this location.

Ms. Bustos-Mihelcic noted that signing a lease was part of the process. Councilor Villarreal noted it during the discussion. She clarified that.

Councilor Cassutt agreed. And that is a State requirement.

Councilor Vigil Coppler wanted to know the reason for a conflict for Councilor Lindell.

Ms. McSherry said it was not a conflict but her perception she was not able to be fair. It does not have to be a conflict for recusal.

Councilor Vigil Coppler recalled the discussion in a previous meeting that it is best to state the recusal reason for public transparency. It is important to disclose.

Her other question was on the business license. There is a traffic analysis done for a business license. And the business must reapply when changing locations. She didn't see anything here that the applicant had applied for a new business license and didn't know about others who moved and had to comply with the license requirements that include a traffic analysis. She did not see anything here. She asked if there was a business license change.

Mayor Webber said apparently it is not included in a license transfer case.

Ms. McSherry agreed it was required but not in what we need to consider.

Councilor Vigil Coppler asked that it be considered. In #8, there was not substantial evidence on impact of traffic. But on page 7, Public Works Staff found an unacceptable traffic impact. She asked if there was a Public Works traffic study or not. She didn't see anything else from Public Works in the attachments. She asked if there was an attachment.

Ms. Bustos-Mihelcic said there is an attachment and a supplemental form attached. The City Clerk asks the applicant to fill out the form and that was attached. There were questions on business volume, etc. which was filled out by the applicant and then a review was done in a visual survey. It does not appear there was substantial evidence.

Councilor Cassutt mentioned that the Applicant offered an alternate access because of concerns of a neighbor and recommendations from Chris Frazier, the Hearing Officer, on the new access. An additional memo was attached.

Councilor Vigil Coppler found in the second attachment a submission from Director Wheeler which she quoted. She asked how the Governing Body could just ignore that. The Hearing Officer is just a recommendation, and the Governing Body can decide. She asked what would be wrong with approving it with that condition and if there is an accident, we would have a defense.

Ms. McSherry said anyone here could talk with the applicant about traffic after the hearing. We know it is in the record and we know all those things but the only decision we can make is granting or denying the license. And the public hearing is already closed at this time.

Mayor Webber explained a liquor license is different from a public works or land use issue. The criteria before the Governing Body are very narrow and while we may be chafing to remedy concerns raised on traffic, it is a different policy choice for a transfer of a liquor license. It is somewhat unusual. This one borders a residential zone. That adds to the friction and the dissatisfaction on limited authority. It is very frustrating.

Councilor Romero-Wirth appreciated what Mayor Webber just said. We must understand the arena in which we are playing that is dictated by the State and in three Supreme Court cases, one of which definitely involved the City of Santa Fe and on this same street. And if it was a bakery moving in there, we wouldn't even be here considering it.

Ms. McSherry agreed.

Councilor Romero-Wirth knew Santa Fe has been overruled by the State ABC and the Supreme Court. We could deny the transfer, but we would get reversed. She encouraged the public to read the documents in PrimeGov to understand the predicament. Bumping up to residential zone makes it worse.

She read the three reasons that could be used for denial. Then she went to case law. Traffic impact is not because of the transfer of liquor license so we cannot deny it.

Ms. McSherry said she stated that very well.

Councilor Romero-Wirth agreed it is hard when the residents say there will be traffic impacts. We are almost prohibited from addressing those impacts and makes it very frustrating. The Hearing Officer walked us through it step by step on why the Supreme Court is right on point and gives us little opportunity to deny it.

Councilor Cassutt knew the Governing Body has been discussing Agua Fria because originally, Public Works was looking at Romero Street for access, not Agua Fria. The business changed access to Agua Fria at the request of the neighbors. It is the specific location on Agua Fria that makes it a problem. She was glad the Governing Body asked for a traffic analysis which came from the change, and it looked like access from Agua Fria was not an option. So the original proposal by Public Works would not cause a traffic impact.

Ms. McSherry said her review was correct. And for this review, no traffic analysis is required.

Councilor Garcia suggested that if traffic is reviewed for any business license relocation and this is not, he was concerned and added that it would not be reviewed again.

Mayor Webber asked Director Brown if the City requires a traffic analysis.

Director Brown said one was not required normally for a business license.

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

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

Against: Councilor Vigil Coppler. Councilor Lindell was not present for the vote.

Councilor Lindell returned to the bench after the vote was taken.

c. **Ratification of the City Manager's Approval of** Airport Coronavirus Response Grant Program (ACRGP) Concessions Relief Addendum Award No. 3-35-0037-056-2021 in the Amount of $30,578 and Approval of the BAR to Budget Grant Funds into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:

Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/21

Ms. Bustos-Mihelcic read the caption for this item. Mark Baca was present for it.

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

Discussion on the Motion:

Councilor Villarreal asked Manager Baca about the airport concessions there right now.

Manager Baca said this will help our partners with their leases currently. They are looking for further direction from FAA to get them to apply for those who are paying their fees and rent throughout the pandemic. They provide the concession fees we require. It is help for them from the federal government This is relief for some of them we have at the airport.

Councilor Villarreal understood they could not provide concession services while the airport was closed.

Manager Baca agreed. Now we are exceeding expectations and seeing more closely the revenue we had in February 2020.

Councilor Villarreal asked if they are limited in their concession services now.

Manager Baca said they have paid their fees even though they were hot getting business. We can now pay back those fees for businesses that were disadvantaged.

Councilor Villarreal understood there were delayed flights, and some passengers could not find access to food or water. She thought the concession was open, but there were no vending machines and it worried her. The passengers need some access to water and snacks.

Manager Baca clarified that what we consider concession fees are with tickets, rental cars, etc and he was not talking about concessions for food and drink. We were not able to provide those during the pandemic. We have worked on that and spoken with vending machine companies. With the upcoming construction, there will be more need. We are trying to address that issue, but this money is to relieve our current businesses.

Councilor Villarreal thanked Manager Baca for the clarification.

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

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

Against: None

d. **Ratification of the City Manager's Approval of** Airport Rescue Grant Award No. 3-35-0037-057-2021 in the Amount of $2,226,110 and Approval of the BAR to Budget Grant Funds Into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)
Committee Review:
Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/2021

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

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Cassutt, to approve the grant award and BAR as presented.**

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

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

Against: None

e. Request for Approval of an Agreement with Jayne's Corporation for the Construction of the South Side Teen Center in the Total Amount of $9,267,014.53 Including New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-795-2491)
Committee Review:

Ms. Bustos-Mihelcic read the caption. Director Burnett was present.

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the construction agreement as presented.

Discussion on the Motion:

Councilor Villarreal understood the increase in construction fees. She observed the agreement said the City will use General Funds and asked what the difference was since she couldn't reconcile the difference.

Director Burnett clarified amounts and sources. There were four funding sources, including several legislative grants from past years and a City allocation. The total cost was $9,267,015. The total included any unanticipated cost overruns or contingency at 3%. He explained that he didn't identify each specific source in the agreement. The money all came to the General Fund and was allocated from it.

Councilor Villarreal asked where the money was from that the Governing Body did not approve.

Director Burnett explained that all of the funding has been approved. There was on the consent calendar a portion granted from the State that is pending.

Councilor Villarreal thought it was missing something.

Director Wheeler clarified the BAR is for a million dollars and excess GRT revenues to process a PO for the entire construction costs. When the pending state money is approved, we won't spend all the City's money.

Councilor Villarreal thanked her for explaining it.

Councilor Garcia thanked our legislative delegation for making this happen. We have had a vision for this teen center on south side for a decade and to know there will be a groundbreaking and open to public in a year is exciting. He thanked the people who had the vision, our delegation, and the lobbyist. And when it is open, he challenged Councilor Abeyta to a game of horse. Councilor Villarreal and Councilor Lindell volunteered, too.

Councilor Abeyta said Councilor Garcia said everything he wanted to say in thanks. He also thanked the youth who have participated over the years. He remembered the first contract was to an architect in 2009. And our work isn't done with construction. He looked forward to our game of horse in the

gym when it has been constructed. He also thanked Councilor Rivera for his support.

Councilor Vigil Coppler thanked our delegation and past Councilors and Mayors who have been involved for some time on this. Last night at the Public Works meeting, she asked why this did not go to Finance. One reason was, as reported by Director Burnett because of the increase in material prices. The responsibility is up to the contracted construction company. She was not against moving forward but questioned why this sidestepped a Committee very interested in the financing. We have other items that did not go to Finance. We must not sidestep our committees without proper analysis. It was planned to go to Finance but didn't. This is important and would challenge all of Councilors to something in that center.

Councilor Abeyta said they discussed it at Public Works last night and had talked about the BAR at Finance and he felt comfortable with it

Mayor Webber called it a monumental achievement. It started with a million dollars in the budget three years ago and he has been making it our highest priority. Everyone should take some pride in it. And it is only a beginning to address youth needs for safe activities and self-improvement for a better future. He thanked Director Burnett for his incredibly hard work on it.

Councilor Rivera thanked Roman for all his work on it and his experience with youth and having his pulse on what youth want and need and pushing us over the top to make it come to fruition.

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

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

Against: None

f. Review and Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County for Placement and Maintenance of Election Ballot Drop-Boxes on City of Santa Fe Property. (Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6512 and Ms. Bustos-Mihelcic, City Clerk and Community Engagement Director, kmmihelcic@santafenm.gov, 955-6846)
Committee Review:
Governing Body: 09/08/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the MOA with the County for election ballot drop box locations as presented.

Discussion on the Motion:

Councilor Garcia noted two locations were identified in the MOA and asked if the location that might not be on City property was known.

Mr. Martinez said the County proposed the Rodeo Grounds which is county property, so we eliminated that location from the MOA. They have their own drop box there regardless of an MOA. He was unaware of other County locations and would try to get that information for Councilor Garcia.

Ms. Bustos-Mihelcic said the County posted their proposed locations on the County website and listed them.

Councilor Garcia wondered if a City resident was eligible to drop off their ballot at a County (non-City) location.

Councilor Vigil Coppler asked if Ms. Bustos-Mihelcic knew for sure there will be one at Rodeo Grounds.

Ms. Bustos-Mihelcic said the locations are preliminary and not finalized yet. She is contacting the Rodeo Association for that verification.

Councilor Vigil Coppler explained that the County Fair building next to the Rodeo grounds but there is no facility at the Rodeo grounds. She thought the City should be prepared to locate one at the GCCC just in case the Rodeo will not have one. She proposed that as a site.

Ms. Bustos-Mihelcic said the County Clerk proposed the locations, and she made that suggestion to the County Clerk, so she is aware of it.

Councilor Vigil Coppler asked if the Rodeo is the actual location.

Ms. Bustos-Mihelcic agreed and explained it is a drive-through.

Councilor Vigil Coppler did not think the County owned the Rodeo Grounds. She found that interesting and different.

Councilor Rivera asked Ms. Bustos-Mihelcic about including a one-page flyer describing ranked choice voting in the City. He received many constituents' questions about it.

Ms. Bustos-Mihelcic said she started community education in the August 29, 2021 Santa Fe New Mexican and the City website. She is still working on additional education and outreach for it. She wasn't sure about any flyer with absentee ballots but agreed to work with County Clerk on that.

Councilor Rivera thought it would be good to include that with the absentee ballots. A lot of people told him they would vote for just one candidate. He explained to them why that didn't work.

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

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

Against: None

g. Approval of a Settlement Agreement with AFSCME in PELRB Case #106-20 for an Amount of Seven Hundred Thousand Dollars ($700,000) and Reimbursement of Leave Accruals. (Christopher Ryan, Senior Assistant City Attorney; cwryan@santafenm.gov, 955-6843 and Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)
Committee Review:
Governing Body: 09/08/2021

Ms. Bustos-Mihelcic read the caption for this item. Christopher Ryan was present for this item.

MOTION: **Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Settlement Agreement as presented.**

Discussion on the Motion:

Councilor Vigil Coppler acknowledged a long road taken and in the spirit of celebrating Labor Day, she applauded the employees who didn't give up and fought for their rights and for not backing down. She valued every employee, and it was long overdue. She thanked everyone involved for this settlement - especially those who endured time off without pay. That is what Labor day is all about.

Councilor Rivera thanked Mr. Ryan. He asked if this is a separate check or if it is with their regular paycheck.

Director McCoy said it is a separate check.

Councilor Rivera thanked her for that.

Mayor Webber agreed it has been a long and difficult journey. We are heartened that it complies with the Labor Board and recognizes our employees. We were faced with a very bad set of options. It was a very hard decision for him as Mayor. We were flying without good data and did not know how deep or long the recession would last. The City did not lay off anyone or take away any health benefits. We value employees who would have a job when we came out. And we were able to put a 4% increase into the budget. It makes AFSCME employees whole. Now we can put it behind us and appreciate the work of Mr. Ryan and Mr. Curtis for this negotiation. We want it resolved in a way that is constructive. This is a good outcome.

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

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

Against: None

h. Approval of a Mediation Settlement Agreement and Release of Claims with the New Mexico Taxation and Revenue Department in, D-202-CV-2018-08036 for a Gross Recovery of Two Million, Six-Hundred-Ninety-Five Thousand, Eight Hundred Ninety-One Dollars and Ninety-Three Cents ($2,695,000.93). (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)
Committee Review:
Governing Body: 09/08/2021

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

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the mediation settlement with NMTRD as presented.**

Discussion on the Motion:

Councilor Villarreal asked for a summary presentation since there was nothing in the packet.

Ms. McSherry noted that two documents were attached in the agenda. This problem started in 2006 through May of this year and we are not aware of any concerns on it. It is a number greater than Santa Fe expected. The

attorneys are not charging their full fee for their work on it. The amount is greater than half of what was projected. She recommended approval.

Councilor Villarreal asked where the proceeds would go.

Ms. McSherry said a BAR is needed to decide that. It is not in the budget so the Governing Body will need to decide.

Councilor Villarreal asked about the schedule.

Ms. McSherry expected the proceeds to come to the City in October and after that, we can decide.

Director McCoy clarified the process. We will receive it as revenue, and it will go into the General Fund until further allocation is made. If funding has not been allocated by the end of the fiscal year, it will go into reserves and after October, She would bring a BAR request to the Governing Body by way of committee reviews.

Councilor Vigil Coppler saw the net was $2.4 million and asked if that was what the City would receive after the bills were paid.

Ms. McSherry said the City will receive the entire amount and then pay the costs incurred.

Mayor Webber appreciated Ms. McSherry's overview. But if listening for the first time, a person would be unaware of the lawsuit. It would be good to review the dispute, what it was over and who was involved.

Ms. McSherry explained the Municipal League discovered discrepancies in the allocations. The City gets its GRT revenue through the NMTRD and a report by category, but it contains no confidential information. There were statutory changes on how to correct errors and whether those were being made correctly. That was not resolved under the first lawsuit but now are resolved. There were several time periods involved and different risk levels and likelihood of success. So the municipalities entered the lawsuit together and a lot of factors were considered. The impacts were different and it took time for all the negotiation to happen and went through the transition of state administration. Many different people were involved.

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

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

Against: None

12. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill acknowledged our City team for Zozobra. It was a very large event that went off without incident. She thanked our partners and Kiwanis for how they handled it. The City had a half-day off for Fiestas and she hoped all enjoyed a safe Fiestas weekend.

She asked Director McCoy to provide a brief report on the audit.

Director McCoy said the audit is an independent review to ensure our records are clear and accurate. It is performed by CLA external auditors. They gave a review for the last two months and they produce the report and submit it to the State Auditor. So the City does not issue the audit. As of today, they have not submitted to the State Auditor but will, in accordance with State Audit Rules. After the Auditor reviews and issues the report, there is a 5-day review before releasing to the public. If not released, it would be a finding.

The Code governs the release and distribution. A copy is released to each Councilor and CLA provides a report to the Audit Committee and to the Finance Committee. Any reports the Governing Body wants can be provided.

She highlighted a few reasons why it is late, including implementing a new IT system. The old one had technical challenges. COVID and the Cares Act funding made it more challenging. We had a 40% vacancy rate and some members who were infected. The Cares Act had a December 31, 2020 deadline for using the funds. There was also turnover in key positions.

Manager LaPan Hill had nothing further.

13. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry looked forward to introducing new employees, Patricia Feghali, who filed a position that had been vacant since February 2020, and Frank Ruybalid, who filled the position vacated by Sally Paez.

14. **MATTERS FROM THE CITY CLERK**

There were no matters from the City Clerk.

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation

Councilor Rivera thanked Mayor Webber and Councilor Vigil Coppler and the others who participated in the Fore Kids Golf Tournament. They honored Molly Whitted who was part of that organization for many years and this helps kids get into sports with offsetting initial costs, equipment, etc. Great organization and the golf course was in very good shape.

Secondly, Zozobra was great with no big issues. The community appreciated it. Thanks to Kiwanis and all the volunteers.

On September 11, the Fire Department is planning something on the 20-year anniversary. Please keep a lookout for the notice.

Lastly, he thanked Councilor Lindell for covering for him.

He announced his daughter left early this morning for Okinawa to meet with her husband over there. His mother's birthday was yesterday. "She says she is 46 and I believe her. I love you, Mom."

Councilor Garcia also thanked Ray Sandoval and everyone for an awesome Zozobra and the 80's fashion show. The Santa Fe High Demons football team is on a streak

He might miss the next meeting with a brand new baby.

He thanked Manager LaPan Hill for the updates and reversing course on no presentation and said he still has plenty of questions. He was still deeply concerned about the lack of information on this audit. An audit tells the health of an organization. We had a late audit last year and were eight months late this year. He wanted to ensure the lifeline with the City is strong and getting critical information is imperative. The Governing Body is eligible for this information and have been denied that several times. Where do we actually stand? Manager LaPan Hill sent out a notice that no information could be given but we got some information tonight. He said he would request that any preliminary information be provided to all Council members. It was mentioned the Mayor was at the exit conference and he requested that such information also be provided to the Governing Body. We are all one and the same in the requirement. And, if that won't be honored, he will make an IPRA request. That is critical for the Governing Body to ensure we are healthy. He hoped we can acknowledge the rights and duties of the Governing Body that are in the Municipal Charter. He was willing to exert the necessary steps. He asked Director McCoy if the Governing Body can receive all exit conference information – not the audit reports but information shared before or during the exit conference.

Director McCoy will give that request to Clifton, Larsen, Allen.

Councilor Garcia asked that be provided before September 23rd to adequately prepare for the Finance Committee meeting. An audit is a valuable tool to tell us what is going wrong but also what is going great. He wanted to understand where we can approve.

Councilor Cassutt also thanked everyone who was part of Zozobra. It washery first since high school. It was so much fun. She thought we should follow them quarterly and thanked Councilor Villarreal for enjoying that with her at the event. It was such a huge lift and important part of what makes Santa Fe special.

Her mother was here for her birthday on Sunday, and she is helping to watch my kids. Yesterday was Rosh Hashana and with everyone one it is a very cool time in Jewish Year and the time between Rosh Hana and Yom Kippur is a very special time for looking at where you have wronged someone and see how to make amends. It is something we should do year round. She invited everyone to take part in it.

She asked to be listed as a co-sponsor to the Mayor's resolution.

She thanked two Parks workers who, this morning, were on the trail where a lot of graffiti had been done. She spoke with Andreas Lopez and Steven Apodaca there about how much it means to them to take care of this community and home and how much they enjoyed their work here. She appreciated them cleaning up the graffiti.

Councilor Villarreal said Zozobra was a treat and so many individuals to thank. She enjoyed getting to see things behind the scenes. It reminded her of how much she enjoyed the 80's music but not the clothing styles. She wished everyone a happy and safe Fiestas.

Councilor Vigil Coppler introduced a resolution establishing a local preference for the development of Las Estrellas; and establishing minimum criteria for submitted bids to develop the property. She also signed on as cosponsor of the minimum wage increase and Councilor Abeyta's resolution for capital improvements for Senior Services.

She gave thanks to all who had responsibility for Zozobra – Kiwanis, sponsors, firefighters and police officers, public works people and many other employees there who were cleaning up afterward.

She congratulated SFHS and St. Mike's who had a good game day. She is rooting for the Lobos to beat the Aggies on Saturday. With Councilor Rivera, she was thankful for the golf tournament. It is a wonderful fund raiser. Molly Whitted and Peso Chavez as former Councilors were there. Peso was stellar as MC.

Regarding the Audit Report, she would like a copy of the information from preliminary report that Director McCoy mentioned. There is nothing inappropriate for a municipal employee making a request for information. As elected officials, we have a right to examine the report and the information provided at the exit conference. She was denied attendance at the exit conference and her request was just seeking information. As an elected official, we are permitted access to the confidential information. There is nothing to preclude any Councilor from requesting information from the external auditor. She got that determination from the State Auditor's Office. She didn't know why there has been such push back and didn't know why we, as elected officials, were treated with disrespect. We took an oath of office to keep the information confidential. She was not at all pleased with the push back. Other councilors should know it is something at least from advice she received that any Councilor may receive that information. So she asked Director McCoy for the material statements and the findings. Lastly, she said Staff told her the CLA has not submitted the audit to the State Auditor yet.

Director McCoy said she didn't have that information yet.

Councilor Vigil Coppler asked if no one asked CLA why we are well beyond the August 31 deadline.

Director McCoy understood there was a vigorous review process at the State Auditor and imagined it is forthcoming very soon.

Councilor Vigil Coppler said she sits on BDD and SWAMA boards who also have CLA as auditor. They were late because they must rely on City data. She appreciated everyone listening to her request for information and expected to get it very soon.

Councilor Lindell was glad everyone had a good time at Zozobra. It was hard to believe what astounding things volunteers can put together. So thanks to Kiwanis.

She thanked Mayor for Webber for being willing to show up at the animal shelter with her trying to raise money for the shelter. They raised more than $50,000 for the shelter. The shelter deserves our support. They are over-full of animals.

Also, we are still in the midst of the Delta variant and in need of hospital beds. She encouraged all Councilors to ask others to stay safe.

Councilor Lindell introduced an ordinance relating to the City's Uniform Traffic Ordinance amending the penalty schedule. It provides for increased fines for loud mufflers. Police say those fines are considered part of the fund.

Councilor Abeyta also thanked Kiwanis and Ray Sandoval. He was at the Demons' football game and will be there this Friday. He congratulated the Demons' Soccer

Team which is ranked #1 in the state. He also noted that his son Josh ran a marathon at Peñasco and can came in second.

Councilor Abeyta Introduced a resolution adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan for the Division of Senior Services, Community Health and Safety Department. He also asked to be listed as a co-sponsor on the loud muffler ordinance.

Councilor Romero-Wirth thanked Mary McCoy for the outline she gave on the audit process and recognized the challenges the Finance Staff faced and dealt with during the last few years. She didn't think anyone is saying the audit is not our role and we have gotten copies of the audit every year. We are being audited by an outside independent third party to make sure we are doing things correctly and, from the McHard Report, we know how important that is. We want to preserve the integrity of that process and not massage the outcomes of the final product. It is just a question of when we get it. She had forgotten about the $17 million they had to push out the door quickly in the right places in the middle of the pandemic with other struggles gong on. Three years ago, the McHard report was all the City could talk about. And what we were facing to get our house in order. Everyone needs to remember it takes time under best of circumstances. She knew our Staff is working hard to get it all done and looked forward to the time we are operating with new IT system and no pandemic. She thought we will get it at Finance in 2½ weeks to see what we are doing well and what we need to improve.

Mayor Webber was grateful to Councilor Lindell for reminding us again about COVID. He just received a report on how many City employees had come down with the new variant. He was concerned about the human suffering under the ongoing pandemic. He was thankful for the beautiful celebration of Zozobra and the masked crowd to keep people safe. He urged everyone to continue to be careful.

He shared with Councilor Cassutt celebrations of the Jewish New Year for good health and recovery for everybody and lament the graffiti swastika on the wall of a Jewish family in Santa Fe. It is not acceptable and no form of racism and prejudice or discrimination is acceptable. Everyone should condemn that graffiti. We should all speak out against it.

He said the performance of Ray Sandoval and his team at Zozobra was outstanding and extraordinary. He deserves to be one of the Ten Who Made a Difference in Santa Fe.

He introduced a resolution supporting a minimum wage of $15 per hour for City employees and directing the City Manager to take the steps required to implement hourly wage increases for all City employees paid less than fifteen dollars per hour.

EVENING SESSION – 9:33 P.M.

16. **ROLL CALL**

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

Members Excused

17. **PETITIONS FROM THE FLOOR**

There were no petitioners and the petition session was closed.

The Governing Body recessed until 9:45 p.m. and reconvened.

18. **APPOINTMENTS**

There were no appointments.

19. **PUBLIC HEARINGS**

c) 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: 08/30/2021
Community Development Commission: 09/01/2021
Quality of Life Committee: 09/01/2021
Public Works and Utilities Committee: 09/07/2021
Governing Body (Public Hearing): 09/08/2021

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

Staff Presentation

Director Ladd presented the CAPER to the Governing Body and commented that her Department has vastly surpassed the goals which reflects amazing partners for this undertaking. There are unspent funds for homebuyers' assistance that buys down the amount of the mortgage and reduces the homebuyer's payments. The owners pay the assistance back when the home is sold and that generates money for the Fund. She noted that HUD doesn't like unspent funds so she is going to announce a new opportunity an amend the plan.

Nonprofits are asked to explain (the funds left) and without fail, they all had good reasons. Habitat was one, and they worked in conjunction with weatherization. This year, all they did was six roofs and ran out of money. A roof that doesn't leak is very important.

Youth shelters did not spend enough for youth safety because of the pandemic. The longer youth stay in a shelter, the harder it is to get permanent housing for them.

Public Comment

There were no public comments and the public comment period was closed.

Staff Questions and Comments

Councilor Villarreal reported the Community Development Committee recommended approval. They had lots of good comments and just a few minor corrections.

Action of the Governing Body

MOTION: Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to approve the CAPER as amended.

Discussion on the Motion:

Councilor Romero-Wirth thanked Director Ladd for her work in this area and her report and for all the good this gets done. She asked Director Ladd what she had been able to do regarding homelessness during this pandemic to help prevent more and get people off the streets. In looking through the report, it looked like there were things accomplished.

Director Ladd explained that part of this money provided housing at Midtown for folks before and during the pandemic. A few were asked to leave for issues that arose but most of them are in a better place now. It is a real testament to what happens when you house homeless people. Other services must accompany that. Public services were capped at 25% of the total. But because of COVID, HUD removed the cap for the Cares Act money, so we were able to pay for all services at Midtown this year. And subsidies for housing reduced other costs for the Midtown work.

The suites were not funded through CDBG but did use the second round of funding freed up other resources so the social services framework could be done. We now have a much better understanding of what is needed for success.

Councilor Romero-Wirth saw the services have also been important and part of the $17 million the City had to push out quickly. She talked with a constituent on the variety of things being done and it is something we will deal with for a long time. We have directed critical resources to it during the pandemic.

Mayor Webber agreed. Affordable housing and care of people is our #1 priority and it would be a mistake not to put into the record on what this document actually says. He read some of the specifics how public services were planned to serve 45 households and served three times that amount. This program provided a lifeline. He asked what it takes to exceed those proposed numbers during a pandemic when volunteers were hard to come by and staff levels decreased.

Director Ladd agreed it was a good achievement, and she was responsible for the paper pushing end of it. All partners were amazing to provide the work in a more nimble fashion. In this situation, we were able to tell the nonprofits what we could do to help them get the work done.

They had to change their business models and it was inspiring to everyone to bring the power of the government to the task and get the funds out to help many more people than we imagined - particularly when it came to the nonprofits serving homeless people. Traditionally it has been a scarcity model. But we were able to break that down a little and for once, had resources for what were needed. So we could do the best possible instead of barely scrape by. We are still working on those projects and it is amazing.

Mayor Webber saw on page 10 the report talked about leveraging at a 10:1 ratio and that was so significant. The work of Interfaith Housing was astonishing and a partnership effort.

Director Ladd agreed. What she tried to do was have the City housing funds be the foundation. We can't pay for everything and we close the last mile, particularly in construction. As a result, we are creating capacity across the community.

Mayor Webber noted it was 100% solar. Another champion was Adelante on page 11 with a remarkable overachievement – with resource linking and service, they accomplished three times what was projected.

Director Ladd pointed out that Adelante is a very good example, because they are better situated to provide the service. After years of support, they have a great capacity to provide the services. Adelante also applied for rental assistance funds, so the people renting don't fall through the cracks.

Mayor Webber saw on page 17 the Community Housing Trust work. This is a significant partnership for people having trouble finding affordable housing.

Director Ladd said these are three flagship properties for really high class housing. It links resources across the community. The Housing Trust has led the way. Interfaith uses that same model.

Mayor Webber referred to page 19 where Director Ladd laid out why the Fee in Lieu of option really helps people. The report is very clear there on how it is beneficial.

Director Ladd compared their inability prior to fee in lieu of program and the limited units to begin with. None were added in a decade and that really hurt. Being able to generate revenues for the Trust Fund helped give much more flexibility to get people into a new unit, etc. and it continues to provide for the long term.

Mayor Webber mentioned St. Elizabeth's, a partner providing services at five locations and helping 2,000 clients through the year. That shout out is well deserved.

He said Director Ladd highlighted what the City need to do better on page 22 – services for the mentally ill who are also homeless. He asked if she has seen models that work.

Director Ladd noted that everyone is put in the same database and they can use that database to track the assistance. That may sound trivial, but it really has been an opportunity during the pandemic by using the connect network across agencies and providers for the first time because we had to. That helped us be able to track someone through the system.

It is super hard work, but we are beginning to see how all partners, participating in the database, implement a full and comprehensive strategy. It means they don't fall through the cracks when they cannot get from one service provider to another.

Mayor Webber said he visited Santa Fe Suites and saw a resident who was an old friend who came for help to City Hall before COVID, but needed stability and now, he has it.

Mayor Webber thanked Director Ladd for her work in Affordable Housing and for this report, celebrating successes and identifying what yet we need to do. Having this report is a tremendous opportunity. It is a year of great accomplishments.

Councilor Garcia thanked Director Ladd for putting on her superwoman cape in organizing the partners and working with them. Tell the partners thank you. "Without them the numbers would be zero – thank you."

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

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

Against: None

a. CONSIDERATION OF BILL NO. 2021-17. ADOPTION OF ORDINANCE 2021-16. (Mayor Webber)
An Ordinance Authorizing the City of Santa Fe ("Borrower") to Enter into a Loan Agreement with the New Mexico Environment Department ("NMED") for the Purpose of Obtaining Project Loan Funds up to the Amount of $4,000,000 Plus Accrued Interest and Loan Subsidy Grant Funds in the Amount of $180,000 for Total Funded Amount not to Exceed $4,180,000; Designating the Use of the Funds for the Purpose Defined in the Most Current Project Description Form as Approved by NMED; Declaring the Necessity for the Loan; Providing that the Loan Will be Payable and Collectible Solely from the Borrower's Pledged Revenues Defined Below; and Prescribing Other Details Concerning the Loan and the Security Therefore. (Melissa McDonald, Acting Parks Division Director: mdmcdonald@santafenm.gov, 955-6840)
Committee Review:
Introduced: 07/14/21
Finance Committee: 08/02/21
Public Works and Utilities Committee: 08/09/21

Governing Body (request to publish): 08/11/21
Governing Body (public hearing): 09/08/21

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

Staff Presentation

Director McDonald provided an overview of this ordinance. It is legislation for execution of a loan at 1% interest from the Clean Water Revolving Fund, administered by the New Mexico Environment Department, Construction Services Bureau. She noted that Tye Franz was here from NMED. The loans can be as much as $4 million and part of the loan is a $140,000 federal subsidy that doesn't need to be paid back.

Repayment is a 15-30-year time. Repayment would be made from the Stormwater Utility Service Charge. This is a good leverage example for needed projects. These funds are for Phase One of our Stormwater Strategic Plan that are in the West Santa Fe River area and the Arroyo de los Pinos (a contributor to the Arroyo Chamiso). This will help greatly in accomplishing the stormwater goals.

Mr. Franz added that stormwater in New Mexico has been devastating. NMED offers these loans to mitigate the damage done and to encourage cities to apply for them. Smaller communities will get a lower interest rate, but Santa Fe is at a higher CPI rate.

The Clean Water Bureau is easy to work with. We get about $10 million per year, and none of it is taxpayer dollars but subsidized by the State Revolving Fund and is in perpetuity. He was glad to see Santa Fe's application coming to fruition. Everyone is excited to finally work the Santa Fe on mitigation from flood damage.

Public Comments

There were no public comments and the public comment portion was closed.

Governing Body Discussion and Questions

Councilor Villarreal thanked Director McDonald for all her work and diligence to find funding, especially after the big flood a few years ago. She wanted to cosponsor this. The world's climate change and our old infrastructure has contributed to the need. "Thanks for your dedication and the many hats you wear."

Mayor Webber echoed what Councilor Villarreal said. One theme tonight is how much difference it can make when you have enough money. Director McDonald is finding the money and deploying it effectively. Being able to deploy the money makes a huge difference and is a really big deal.

Action of the Governing Body

MOTION: **Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the Ordinance for the NMED loan as presented.**

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

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

Against: None

b) CONSIDERATION OF BILL NO. 2021-18. ADOPTION OF ORDINANCE NO. 2021-17. (Mayor Webber)
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): 08/11/21
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

Ms. Bustos-Mihelcic read the caption.

Staff Presentation

Mr. Kyle Hibner presented this proposed ordinance to the Governing Body. He summarized that the Legislature's legalization of marijuana removes this from the City's criminal code as it would conflict with State Law.

Public Comment

There were no public comments and the public portion was closed.

Governing Body Discussion and Questions

Councilor Villarreal said she read the memo and was trying to remember when possession of marijuana was decriminalized in Santa Fe. She thought it was 2014.

Mr. Hibner clarified that the City made it a civil violation with up to a $25 civil fine.

Councilor Villarreal understood this ordinance just takes it off the books.

Mr. Hibner agreed.

Councilor Garcia asked if it meant that past convictions would be expunged.

Mr. Hibner believed in HB 2 there was an automatic expungement. The way they identified that was the City would be complying to release the record.

Councilor Garcia asked to be a cosponsor on this.

Action of the Governing Body

MOTION: **Councilor Villarreal moved, seconded by Councilor Garcia, to approve the Ordinance as presented.**

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

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

Against: None

Councilor Villarreal asked to be listed as a cosponsor.

20. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 10:43 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

_____
Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING OF
SEPTEMBER 8, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

EXHIBIT ONE
GB Sept. 8, 2021

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
Lindell Romero-Wirth Abeyta	A RESOLUTION SUPPORTING A MINIMUM WAGE OF FIFTEEN DOLLARS PER HOUR FOR EMPLOYEES OF THE CITY OF SANTA FE; AND DIRECTING THE CITY MANAGER TO TAKE THE STEPS REQUIRED TO IMPLEMENT HOURLY WAGE INCREASES FOR ALL CITY EMPLOYEES PAID LESS THAN FIFTEEN DOLLARS PER HOUR.	Quality of Life Committee – 10/6/21 Economic Development Committee – 10/13/21 Finance Committee – 10/18/21 Governing Body – 10/27/21

Councilor Roman "Tiger" Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*
Rivera	A RESOLUTION ADOPTING THE 2023-2027 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN ("ICIP") FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY HEALTH AND SAFETY DEPARTMENT	Quality of Life – 9/15/21 Finance Committee – 9/20/21 Public Works and Utilities Committee – 9/27/21 Governing Body – 9/29/21

Councilor Jamie Cassutt

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Michael J. Garcia

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Signe I. Lindell

Co-Sponsors	Title*	Tentative Committee Schedule*
	AN ORDINANCE RELATING TO THE CITY OF SANTA FE UNIFORM TRAFFIC ORDINANCE ("UTO"); AMENDING SECTION 12-10-1.10 TO INSERT A CLAUSE STATING THAT A PERSON WHO VIOLATES A PROVISION OF SECTION 12-10-1.10 OF UTO IS GUILTY OF A PENALTY ASSESSMENT MISDEMEANOR AND TO ADD PENALTIES IN SCHEDULE A OF THE TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE.	Quality of Life – 10/6/21 Governing Body (Request to Publish) – 10/13/21 Finance Committee – 10/18/21 Public Safety Committee – 10/19/21 Governing Body (Public Hearing) – 10/27/21

This document is subject to change.

Councilor Chris Rivera

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Carol Romero-Wirth

Co-Sponsors	Title*	

Councilor JoAnne Vigil Coppler

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION ESTABLISHING A LOCAL PREFERENCE FOR THE DEVELOPMENT OF LAS ESTRELLAS; AND ESTABLISHING MINIMUM CRITERIA FOR SUBMITTED BIDS TO DEVELOP THE PROPERTY.	Economic Development Advisory Committee - 9/8/21 Quality Of Life Committee – 9/15/21 Public Works Committee – 9/27/21 Governing Body - 10/13/21

Councilor Renee Villarreal

Co-Sponsors	Title*	Tentative Committee Schedule*
	.	

* Subject to change

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

This document is subject to change.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for Award of Proposal #22/04/P Professional Services Agreement with Financial Consulting Solutions Group, Inc. for 4 years in the amount of $636,052.51 inclusive of NMGRT. (Maya Martinez, Public Utilities Fiscal Administrator, mfmartinez@santafenm.gov, 955-4271)

Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7i

Request for Award of Proposal #22/04/P Professional Services Agreement with Financial Consulting Solutions Group, Inc. for 4 years in the amount of $636,052.51 inclusive of NMGRT. (Maya Martinez, Public Utilities Fiscal Administrator, mfmartinez@santafenm.gov, 955-4271)

Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/20/21 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

FY 2024 $158,987.90
Water Division $101,624.34 (COS)
WWMD $28,681.78
ESD $28,681.78

FY 2025
$162,568.45
Water Division $29,300.44
WWMD $103,967.57 (COS)
ESD $29,300.44

CONTRACT NUMBER:
The FY22 Munis contract number:
FCS Group 3202940

FUNDING SOURCE:
The funding source is:
Public Utilities Division's Enterprise Fund 500/505/510

FY 2022
Fund Name/Number: Water Enterprise Fund/505; WWMD Enterprise Fund/500; ESD Enterprise Fund/510
Munis Org Name/Number: Water/5050381; WWMD/5000361; ESD/5100331
Munis Object Name/Number: Professional Services

Funds for these services will be available in each Division's FY 2022 Operating Budget as follows:
Water Division – 5050381.510300 $26,915.68
WWMD – 5000361.510300 $94,931.03
ESD – 5100331.510300 $26,915.68

RECOMMENDATION:

- Review and approval of award of PSA to Financial Consulting Solutions Group, Inc. (dba FCS GROUP) in the amount of $636,052.51 inclusive of nmgrt for a term of 4 years.

- Forwarding and recommendation of approval of RFP 22/04/P award and PSA to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

Item#_____
Munis Contract# 3202940

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Financial Consulting Solutions Group, Inc. (dba FCS GROUP),** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services for the City:
The basic tasks that the Contractor will be expected to accomplish for the project are listed, but not limited to, the following items:

A. COMPREHENSIVE WATER DIVISION, WASTEWATER DIVISION AND ENVIRONMENTAL SERVICES DIVISION (SOLID WASTE) FINANCIAL PLANS
Evaluate and update as necessary the current Financial Plans comparing starting cash balances, projected revenues and revenue requirements over the forecast period. Analyze each division's operating and capital plan needs. Present update to the Public Utilities Committee and City Council.

B. DOCUMENTATION AND REPORTING

The Contractor shall provide the City with thorough documentation in support of the analysis, City Council study sessions and shall present the study findings to the City Council upon substantial completion of the scope of work. The City shall be provided with a reasonable number of copies of the written report, and all presentation materials upon request.

C. MEETINGS

The Contractor will need to meet with staff on several occasions during the course of work. In addition to the staff meetings, the Contractor shall attend the following meetings for each of the (3) three divisions and shall indicate exactly who on the Contractor's project team will attend these meetings:

C.1 Financial Update Kickoff meeting

C.2 Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.

C.3 Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.

C.4 Public Utilities Committee meeting and Finance Committee meeting.

C.5 City Council Presentation

D. RATE MODEL SUPPORT FINANCIAL ON-CALL CONTRACT

The Contractor shall provide rate model updates, rate financial forecasts and rate model maintenance as requested by the City using generally accepted utility ratemaking methodologies and applicable New Mexico and Federal law. Work shall be initiated by a City work order and shall be based on hourly rates and required Contractor time to complete the tasks identified in the City work order.

D.1 *Rate Model Work Orders* – The Contractor shall perform work identified in individually approved City work orders including, but not limited to: Annual revenue forecast support and rate model maintenance based on updated assumptions and governing body directives.

D.2 *Collection of needed information* – The Contractor shall provide the City with a data request that will outline information needed to evaluate the City work order.

D.3 *Evaluate effects of City work order* – The Contractor shall use information available from the utility billing system and the existing financial plan to evaluate the effects of the scope of work identified in the City work order.

D.4 *Calculate the revenue impacts* – The Contractor shall use information available from the existing financial plan to determine the revenue impacts.

D.5 *Document results* – The Contractor shall document the results of the analysis in a memorandum that shall be provided to the City along with all work papers, computer model outputs or other supporting information. Work orders may require presentation at City Committees or City Council.

E. UTILITY COST-OF-SERVICE STUDY (Water, Wastewater and Environmental Services- Solid Waste)

The Contractor shall collect the necessary data/information and make the necessary efforts to calculate and update the utility user charges (i.e. rates) for the City using generally accepted utility ratemaking methodologies as described by the American Water Works Association, Manual M1 (Manual M1 describes the methods for developing water rates and charges).

E.1 *Collection of needed information* - The Contractor shall provide the City with data requests outlining information needed to calculate the utility user charges.

E.2 *Calculate the revenue requirements* – The Contractor shall use information available from the existing financial plan to determine the revenue requirements.

E.3 *Allocate revenue requirements in a cost-of-service study* – The Contractor shall allocate revenue requirements to the City's various customer classes using generally accepted cost-of-service allocation techniques.

E.4 *Develop recommendations for updating existing utility* rates – The Contractor shall work with the City to update the existing rates based on the findings of the cost-of-service allocation described above.

F. ON CALL FINANCIAL SERVICES (Water, Wastewater and Environmental Services – Solid Waste)

The Contractor shall provide On Call Financial Services as requested for the City. Work shall be initiated by a City work order and shall be based on hourly rates and the tasks identified in the City work order.

2. Compensation.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred thirty six thousand fifty two dollars and fifty one cents ($636,052.51) for the term of this Agreement, as described in Exhibit A attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred forty one thousand five hundred and ten dollars ($141,510) in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand two hundred and fifty two dollars and thirty nine cents ($7,252.39) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty seven thousand six hundred fifty four dollars ($157,654) in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand seventy nine dollars and seventy seven cents ($8,079.77) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty one thousand two hundred thirty seven dollars ($151,237) in (FY2024). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand seven

hundred fifty dollars and ninety cents ($7,750.90) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty four thousand six hundred forty three dollars ($154,643) in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand nine hundred twenty five dollars and forty five cents ($7,925.45) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, a,260nd outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

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

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort

Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors

or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:

Jason Mumm
Financial Consulting Solutions Group, Inc. (dba FCS GROUP)
7525 166th Ave. NE, Ste. D-215,
Redmond, WA 98052

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
FCS GROUP

Angie S. Viernoche
NAME

Vice President
TITLE

DATE: 8/25/2021
CRS# 03-420605-00-1
Registration # 223967

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 24, 2021 13:27 MDT)
SENIOR ASSISTANT CITY ATTORNEY

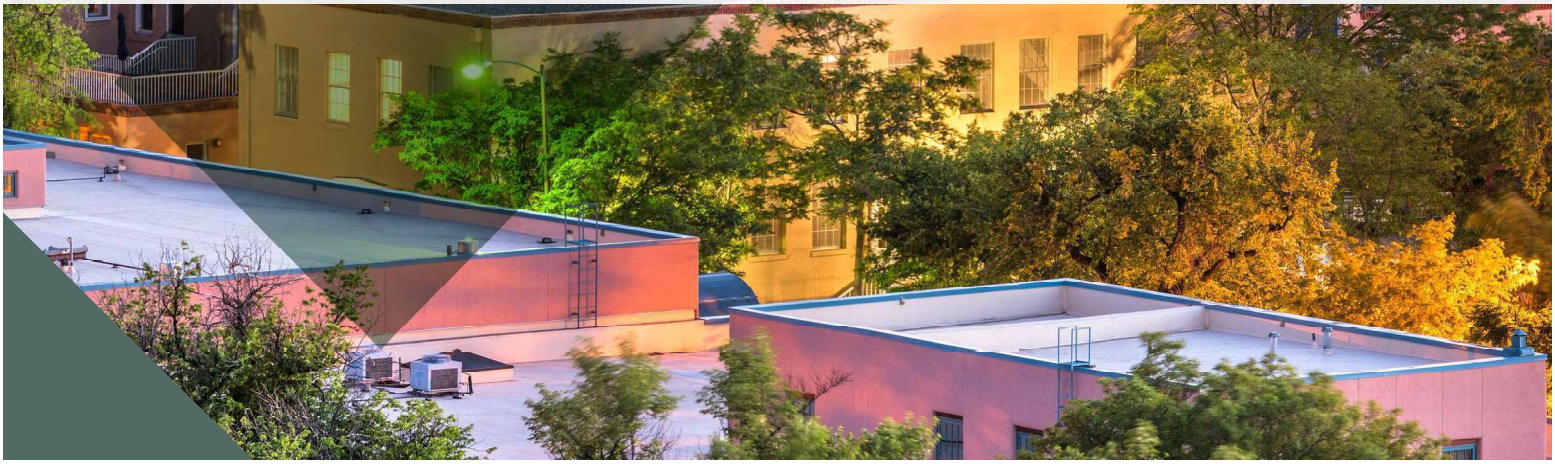
APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org#.
5050381.510300
5100331.510300
5000361.510300

PUBLIC UTILITIES RATE EVALUATION & FINANCIAL SERVICES RFP# 22/04/P

Cost Proposal
July 20, 2021



Contact Us:
425.867.1802
www.fcsgroup.com

FCS GROUP
Solutions-Oriented Consulting

APPENDIX C

COST RESPONSE FORM

In addition to the staff meetings, the Consultant's cost proposal shall include the following meetings at a minimum for each of the (3) three divisions and shall incorporate a cost proposal indicating exactly who on the Consultant's project team will attend these meetings; the total cost for attending, including expenses; and the cost proposal shall assume three (3) hours for each meeting:

- Financial Update Kickoff meeting
- Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.
- Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.
- Public Utilities Committee meeting and Finance Committee meeting.
- City Council Presentation

Description	**Staff**	**Hours**	**Hourly Rate**
Financial Plan			
Documenting, Reporting, Analysis			
Meetings			
Rate Model Updates			
Rate Model Maintenance			
Forecasts			
On-Call Services			
Utility Cost of Service Study			
Who will Attend	**Title**	**3 Hours per meeting**	**Hourly Rate**
Total Annual Cost			

*****

Please review detailed cost estimates attached to this form (ppg. 1-8 immediately follow this page).

*****

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (Date of Award thru June 30, 2022) Price: $ $141,510

Option Year 2: (July 1, 2022 thru June 30, 2023) Price: $ $157,654

Option Year 3: (July 1, 2023 thru June 30, 2034) Price: $ $151,237

Option Year 4: (July 1, 2024 thru June 30, 2025) Price: $ $154,643

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Financial Plan and Forecasts	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		12	$270.00	$3,240	
Hobart		44	$175.00	$7,700	
Quinn		104	$165.00	$17,160	
Richard		104	$145.00	$15,080	
Hobson		0	$185.00	$0	
				$0	
	Direct Labor Total	264			$43,180

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation					
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$43,180
14. Gross Receipts Tax (5.125%)					$2,210
15. Total Price					**$45,390**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Rate Model Updates	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	$270.00	$0	
Hobart		0	$175.00	$0	
Quinn		0	$165.00	$0	
Richard		0	$145.00	$0	
Hobson		0	$185.00	$0	
	Direct Labor Total				$0

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal 7-12				$0
14. Gross Receipts Tax (5.125%)					$0
15. Total Price					**$0**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Rate Model Maintenance	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	$270.00	$0	
Hobart		0	$175.00	$0	
Quinn		0	$165.00	$0	
Richard		0	$145.00	$0	
Hobson		0	$185.00	$0	
	Direct Labor Total				$0

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal 7-12				$0
14. Gross Receipts Tax (5.125%)					$0
15. Total Price					**$0**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: On-Call Services	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		8	$270.00	$2,160	
Hobart		8	$175.00	$1,400	
Quinn		16	$165.00	$2,640	
Richard		16	$145.00	$2,320	
Hobson		0	$185.00	$0	
0				$0	
	Direct Labor Total	48			$8,520

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$8,520
14. Gross Receipts Tax (5.125%)					$430
15. Total Price					**$8,950**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Cost-of-Service Study (Water and Wastewater Divisions)	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		12	$270.00	$3,240	
Hobart		24	$175.00	$4,200	
Quinn		96	$165.00	$15,840	
Richard		96	$145.00	$13,920	
Hobson		0	$185.00	$0	
0				$0	
	Direct Labor Total	228			$37,200

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$37,200
14. Gross Receipts Tax (5.125%)					$1,900
15. Total Price					**$39,100**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnishe**	Professional Svcs.
		A. Work Element: Cost-of-Service Study (ESD)	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	$270.00	$0	
Hobart		0	$175.00	$0	
Quinn		0	$165.00	$0	
Richard		0	$145.00	$0	
Hobson		32	$185.00	$5,920	
0				$0	
	Direct Labor Total				$5,920

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
NewGen Strategies	*Includes travel allowances*	300	$200	$60,000	
				$0	
				$0	
				$0	
	Subcontractor Total:				$60,000

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation					
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
Markup on Subcontractor Fee (10%)				$6,000.0	
	Other Reimbursable Costs:				$6,000
	Subtotal				$71,920
14. Gross Receipts Tax (5.125%)					$3,680
15. Total Price					**$75,600**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnishe**	Professional Svcs.
		A. Work Element: Documenting & Reporting	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		8	$270.00	$2,160	
Hobart		18	$175.00	$3,150	
Quinn		40	$165.00	$6,600	
Richard		40	$145.00	$5,800	
Hobson		0	$185.00	$0	
0			$0.00	$0	
	Direct Labor Total				$17,710

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$17,710
14. Gross Receipts Tax (5.125%)					$900
15. Total Price					**$18,610**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnishe**	Professional Svcs.
		A. Work Element: Meetings	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm	*Estimate 5 total meetings/yr*	28	$270.00	$7,560	
Hobart	*Estimate 5 total meetings/yr*	28	$175.00	$4,900	
Quinn	*Estimate 5 total meetings/yr*	24	$165.00	$3,960	
Richard	*Estimate 5 total meetings/yr*	24	$145.00	$3,480	
Hobson	*Estimate 5 total meetings/yr*	0	$185.00	$0	
0			$0.00	$0	
	Direct Labor Total	104			$19,900

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

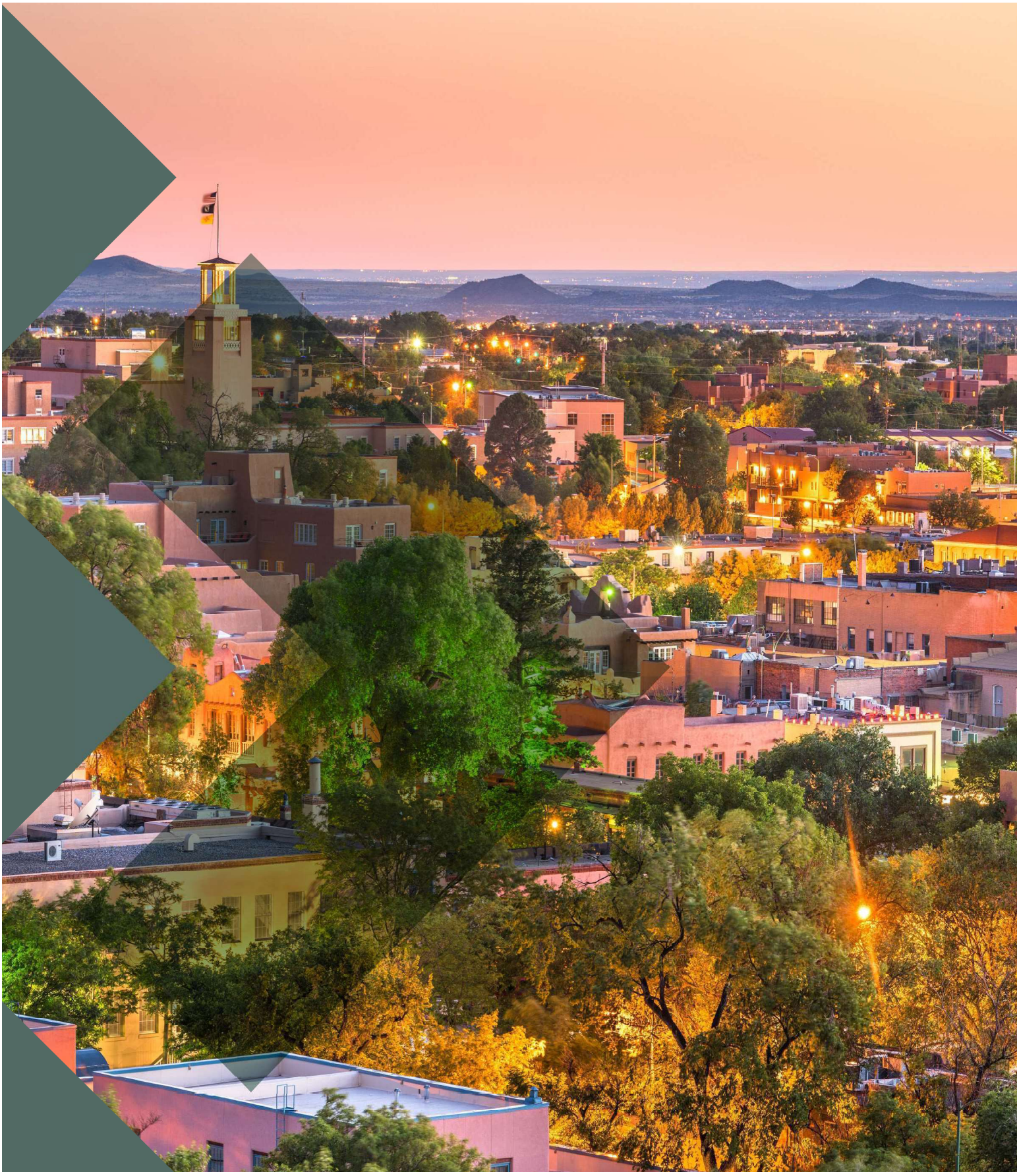
SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation	*Estimate $1,500/meeting/person on-site (2/mtg)*			15,000	
B: Per Diem					
	Travel Total				$15,000

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$34,900
14. Gross Receipts Tax (5.125%)					$1,780
15. Total Price					**$36,680**



FCS GROUP
Solutions-Oriented Consulting

Year 1: Wastewater COS

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	$4,260	$1,420	$1,420	$1,420
1.2 Kickoff meeting	1	4	4	4	4	0		16	$3,020	$1,007	$1,007	$1,007
1.3 Follow-up data request			8	16	16			40	$6,360	$2,120	$2,120	$2,120
Task 1 Subtotal	1	8	16	28	28	0	0	80	$13,640	$4,547	$4,547	$4,547
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40			104	$17,360	$5,787	$5,787	$5,787
2.2 Review meeting with City	1	8	8	12	12			40	$7,280	$2,427	$2,427	$2,427
2.3 Revise analysis		0	16	40	40			96	$15,200	$5,067	$5,067	$5,067
2.4 Present to Council	2	8	8					16	$3,560	$1,187	$1,187	$1,187
Task 2 Subtotal	3	24	48	92	92	0	0	256	$43,400	$14,467	$14,467	$14,467
Task 3: Cost of Service (Wastewater)												
3.1 Assess/refine customer data		4	8	40	40			92	$14,880		$14,880	
3.2 Allocate plant and expense		4	8	40	40			92	$14,880		$14,880	
3.3 Review meeting with City	1	8	8	8	8			32	$6,040		$6,040	
3.4 Revise Analysis		4	8	16	16		0	44	$7,440		$7,440	
Task 3 Subtotal	1	20	32	104	104	0	0	260	$43,240	$0	$43,240	$0
Task 4: Rate Alternatives Evalaution												
4.1 Develop Rate Alternatives								0	$0			
4.2 Council Presentation #2								0	$0			
4.3 Finalize Rate Recommendations								0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets			2	8	8			18	$2,830		$2,830	
5.2 Draft report		4	8	16	16			44	$7,440		$7,440	
5.3 Final report		4	8	16	16			44	$7,440		$7,440	
Task 5 Subtotal	0	8	18	40	40	0	0	106	$17,710	$0	$17,710	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16			48	$8,520	$2,840	$2,840	$2,840
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	0	0	48	$8,520	$2,840	$2,840	$2,840
Labor Total		$18,360	$21,350	$46,200	$40,600	$0	$0		$126,510	$21,853	$82,803	$21,853
Expenses									$15,000	$3,750	$7,500	$3,750
Budget Estimate									**$141,510**	**$25,603**	**$90,303**	**$25,603**

Year 2: Solid Waste COS (NewGen)

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Data Collection												
1.1 Data request and review		4	4	8	8	4		28	$5,253	$1,751	$1,751	$1,751
1.2 Kickoff meeting	1	4	4	4	4	4		20	$3,950	$1,317	$1,317	$1,317
1.3 Follow-up data request		0	8	16	16	4		44	$7,459	$2,486	$2,486	$2,486
Task 1 Subtotal	1	8	16	28	28	12	0	92	$16,663	$5,554	$5,554	$5,554
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	$18,239	$6,080	$6,080	$6,080
2.2 Review meeting with City	1	8	8	12	12	0		40	$7,649	$2,550	$2,550	$2,550
2.3 Revise analysis		0	16	40	40	0		96	$15,970	$5,323	$5,323	$5,323
2.4 Present to Council	2	8	8	0	0	0	0	16	$3,740	$1,247	$1,247	$1,247
Task 2 Subtotal	3	24	48	92	92	0	0	256	$45,597	$15,199	$15,199	$15,199
Task 3: Cost of Service (Solid Waste)												
3.1 Assess/refine customer data						4		4	$777			$777
3.2 Allocate plant and expense						4		4	$777			$777
3.3 Review meeting with City						4		4	$777			$777
3.4 Revise Analysis						4		4	$777			$777
3.5 Present to Council						4		4	$777			$777
Task 3 Subtotal	0	0	0	0	0	20	0	20	$3,887	$0	$0	$3,887
Task 4: Rate Alternatives Evalaution												
4.1 Council Presentation #1								0	$0			
4.2 Develop Rate Alternatives								0	$0			
4.3 Council Presentation #2								0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets								0	$0			
5.2 Draft report								0	$0			
Final report								0	$0			
Task 5 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	8		56	$10,506	$3,502	$3,502	$3,502
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	8	0	56	$10,506	$3,502	$3,502	$3,502
Labor Total		$11,347	$13,238	$23,576	$20,718	$7,775	$0		$76,654	$24,255	$24,255	$28,143
Expenses									$81,000	$3,750	$3,750	$73,500
Budget Estimate									**$157,654**	**$28,005**	**$28,005**	**$101,643**

Year 3: Water COS

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	$4,588	$1,529	$1,529	$1,529
1.2 Kickoff meeting		4	4	4	4	0		16	$3,252	$1,084	$1,084	$1,084
1.3 Follow-up data request		0	8	16	16	0		40	$6,849	$2,283	$2,283	$2,283
Task 1 Subtotal	0	8	16	28	28	0	0	80	$14,689	$4,896	$4,896	$4,896
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	$18,695	$6,232	$6,232	$6,232
2.2 Review meeting with City	1	8	8	12	12	0		40	$7,840	$2,613	$2,613	$2,613
2.3 Revise analysis		0	16	40	40	0		96	$16,369	$5,456	$5,456	$5,456
2.4 Present to Council	2	8	8	0	0	0		16	$3,834	$1,278	$1,278	$1,278
Task 2 Subtotal	3	24	48	92	92	0	0	256	$46,737	$15,579	$15,579	$15,579
Task 3: Cost of Service (Water)												
3.1 Assess/refine customer data		4	8	40	40	0		92	$16,024	$16,024		
3.2 Allocate plant and expense		4	8	40	40	0		92	$16,024	$16,024		
3.3 Review meeting with City		8	8	8	8	0		32	$6,504	$6,504		
3.4 Revise Analysis		4	8	16	16	0		44	$8,012	$8,012		
3.5												
Task 3 Subtotal	0	20	32	104	104	0	0	260	$46,565	$46,565	$0	$0
Task 4: Rate Alternatives Evalaution												
4.1 Council Presentation #1		0	0	0	0	0		0	$0			
4.2 Develop Rate Alternatives		0	0	0	0	0		0	$0			
4.3 Council Presentation #2		0	0	0	0	0		0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets		0	2	8	8	0	0	18	$3,048	$3,048		
5.2 Draft report		4	8	16	16	0	0	44	$8,012	$8,012		
Final report		4	8	16	16	0	0	44	$8,012	$8,012		
Task 5 Subtotal	0	8	18	40	40	0	0	106	$19,072	$19,072	$0	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	0		48	$9,175	$3,058	$3,058	$3,058
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	0	0	48	$9,175	$3,058	$3,058	$3,058
Labor Total		$19,772	$22,992	$49,752	$43,722	$0	$0		$136,237	$89,170	$23,534	$23,534
Expenses									$15,000	$7,500	$3,750	$3,750
Budget Estimate									**$151,237**	**$96,670**	**$27,284**	**$27,284**

Year 4: Wastewater COS

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	$4,702	$1,567	$1,567	$1,567
1.2 Kickoff meeting	1	4	4	4	4	0		16	$3,334	$1,111	$1,111	$1,111
1.3 Follow-up data request		0	8	16	16	0		40	$7,020	$2,340	$2,340	$2,340
Task 1 Subtotal	1	8	16	28	28	0	0	80	$15,056	$5,019	$5,019	$5,019
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	$19,162	$6,387	$6,387	$6,387
2.2 Review meeting with City	1	8	8	12	12	0		40	$8,036	$2,679	$2,679	$2,679
2.3 Revise analysis		0	16	40	40	0		96	$16,778	$5,593	$5,593	$5,593
2.4 Present to Council	2	8	8	0	0	0	0	16	$3,930	$1,310	$1,310	$1,310
Task 2 Subtotal	3	24	48	92	92	0	0	256	$47,905	$15,968	$15,968	$15,968
Task 3: Cost of Service (Wastewater)												
3.1 Assess/refine customer data		4	8	40	40	0		92	$16,425		$16,425	
3.2 Allocate plant and expense		4	8	40	40	0		92	$16,425		$16,425	
3.3 Review meeting with City		8	8	8	8	0		32	$6,667		$6,667	
3.4 Revise Analysis		4	8	16	16	0		44	$8,212		$8,212	
Task 3 Subtotal	0	20	32	104	104	0	0	260	$47,729	$0	$47,729	$0
Task 4: Rate Alternatives Evalaution												
4.1 Council Presentation #1		0	0	0	0	0		0	$0			
4.2 Develop Rate Alternatives		0	0	0	0	0		0	$0			
4.3 Council Presentation #2		0	0	0	0	0		0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets		0	2	8	8	0	0	18	$3,124		$3,124	
5.2 Draft report		4	8	16	16	0	0	44	$8,212		$8,212	
Final report		4	8	16	16	0	0	44	$8,212		$8,212	
Task 5 Subtotal	0	8	18	40	40	0	0	106	$19,549	$0	$19,549	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	0	0	48	$9,404	$3,135	$3,135	$3,135
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	0	0	48	$9,404	$3,135	$3,135	$3,135
Labor Total		$20,266	$23,566	$50,996	$44,815	$0	$0		$139,643	$24,122	$91,399	$24,122
Expenses									$15,000	$3,750	$7,500	$3,750
Budget Estimate									**$154,643**	**$27,872**	**$98,899**	**$27,872**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202940**

Contractor: **Financial Consulting Solutions Group, Inc. (dba FCS GROUP),**

Description: **Public Utilities Rate Evaluation and Financial Services**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **Contract $636,052.51**

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:** **21/43/B** RFP 22/04/P Financial Accounting Services -4 years from September 21-June 30, 2025

Fran Delaway (Aug 27, 2021 09:01 MDT) Aug 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **22/04/P** **5050381.510300, 5100331.510300**

4. **Funding Source:** **Water, WWM & ESD Enterprise Fund** **Org / Object:** **5000361.510300**

Andy Hopkins (Aug 25, 2021 15:17 MDT) Aug 25, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2020

PRODUCER

SHINSTROM & NORMAN INC
PO Box 638
Kirkland, WA 98083
(425) 827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
7525 166TH AVENUE NE, STE #D-215
REDMOND, WA 98052

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: LIBERTY MUTUAL INS. CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR NO DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	BKW58035312	09/20/20	09/20/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS NO DEDUCTIBLE	BAA58035312	09/20/20	09/20/21	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE DEDUCTIBLE [X] RETENTION $ 10,000	USO58035312	09/20/20	09/20/21	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BKW58035312 WASH. STOP GAP	09/20/20	09/20/21	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 2,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: OPERATIONS - PO #22101122, PO #22101163, PO #22101201
THE CERTIFICATE HOLDER(S) ARE INCLUDED AS PRIMARY ADDITIONAL INSURED PER ATTACHED FORM CG8810 AND INCLUDES WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W SAN MATEO RD.
SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10/8/2020

PRODUCER

SHINSTROM & NORMAN INC
PO Box 638
Kirkland, WA 98083
(425) 827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
7525 166TH AVENUE NE, SUITE D-215
REDMOND, WA 98052

INSURER A: STARSTONE NATIONAL INSURANCE CO.
INSURER B: NAIC: 25496
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
A	OTHER PROFESSIONAL LIABILITY	09550B1209APL CLAIMS MADE FORM	09/20/20	09/20/21	$2,000,000 EACH CLAIM $4,000,000 AGGREGATE $ 5,000 DEDUCTIBLE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RETROACTIVE DATE: 7/26/1988

CERTIFICATE HOLDER ☐ ADDITIONAL INSURED; INSURER LETTER: ____

CITY OF SANTA FE
801 W SAN MATEO RD.
SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: FCS GROUP

Business Location: 7525 16TH AVE NE STE D215
REDMOND , WA 98052

CRS Number: 03420605001

Owner: FCS GROUP

License Number: 223967

License Type: Business License - Renewable

Issued Date: December 28, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 28, 2021

Fees Paid: $10.00

FCS GROUP
7525 166TH AVE NE STE D215
REDMOND , WA 98052

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: _Financial Consulting Solutions Group, Inc. (dba FCS GROUP),

Procurement Title: Public Utilities Rate Evaluation and Financial Services 22/04/P

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

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

Department Requesting Public Utilities Department Staff Name _ Maya Martinez

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: _____

Maya Martinez

Public Utilities Dept / Maya Martinez, PUD Fiscal Administrator

Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway Fran Duraway (Aug 27, 2021 09:01 MDT)	Chief Procurement Officer	Aug 27, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

DATE:	August 20, 2021
TO:	Fran Dunaway, Chief Procurement Officer City of Santa Fe
FROM:	Maya Martinez, Procurement Manager MM Public Utilities Department
SUBJECT:	Evaluation Committee Report, Public Utilities Rate Evaluation & Financial Services RFP # 22/04/P

In accordance with the Request for Proposals for Public Utilities Rate Evaluation & Financial Services issued 6/17/21, one response were submitted from the following Offerors: FCS Group and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Shannon Jones, Public Utilities Department Director
Shirlene Sitton, Environmental Services Division Director
Mike Dozier, Waste Water Management Division Director
Jesse Roach, Water Division Director
Stephen Morales, Public Utilities Department

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- July 26, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process. Evaluation Committee was provided with the proposal and evaluation criteria form.
- August 3, 2021: Evaluation Committee met to go over their scoring and comments of the proposal.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (400 Total Points)

	FCS Group
Offeror Points	376

Specifications:

1) Offeror should show a past record of performance on selected projects, with respect to such factors as rate structure analysis, annual financial plan updates, cost-of-service evaluation, and the ability to comply with critical schedules and budgets. Project references are requested for each demonstration of performance on prior projects.
2) Offeror should provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of financial management expertise.
3) Relevant experience in financial management services using generally accepted utility ratemaking methodologies, as described by the American Waterworks Association, and applicable New Mexico and Federal law to successfully implement project goals shall be documented in the proposal. The City is looking for firms who hold a Municipal Advisor Certification. The Certification must be included in the Offeror's proposal. Offeror should clearly demonstrate they currently have the requisite staff and necessary financial management expertise for this project. The Offeror should discuss specialized financial management and water rate analysis competence of firm or joint venture, regarding the type of services required. The City fully anticipates the consultant to immediately start work on this project with the notice to proceed and expediently complete identified initial work and future work orders.
4) Describe the continuity of the company, particularly its capability to sustain loss of key personnel, or owner directed substitution of key personnel, without adversely affecting a project or the company.

5) Discuss past record of performance on contracts with public agencies or private sector clients with respect to such factors as control of time, costs, value, quality of work, claims handling and ability to achieve schedules. Provide reference contacts to include:
   1. Organization
   2. Project

3. Contact information (name, title, number, address, email)

6) Discuss knowledge and familiarity with Industry Standard Practices, generally accepted utility ratemaking methodologies, as described by the American Waterworks Association, and applicable New Mexico and Federal law.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

FCS Group

The Evaluation Committee awarded FCS 376 points based on the Offeror's response.

The FCS team, including subcontractor, is strong and well versed in the financial standing of the City of Santa Fe's utilities, as well as in the Southwest portion of the United States. Points were deducted because the solid waste portion is subcontracted out.

The offeror responded very well to this, the only reason for the score given is that the experience that FCS brings is fairly recent, and mostly in the form of Jason Mumm who has consulted for the City since 1999, but been with FCS since 2017. Since 2017, their organizational experience is excellent. Strong record of past performance on relevant projects for both primary contractor and subcontractor on municipal utility projects. Submitter has extensive history with AWWA and helped to write guidelines for it. Both have depth of personnel for continuity. Many client references provided with required information.

Section IV.B.2, Project Team and Related Experience (250 Total Points)

	FCS Group
Offeror Points	235

Specifications:

The Offerors Project Team shall have successfully completed a minimum of three (3) similar utility rate analysis services for communities of 70,000 residents or larger. Special consideration will be given to firms that have experience with projects similar to those outlined in the scope of work.

Discuss recent experience of firm and Project Team on similar projects. List particular projects, their completion dates, costs, owner / client, and references (including telephone numbers). Describe your Project Team's expertise and familiarity with procedural and regulatory requirements on these kinds of projects.

- Present the organizational chart for the Project Team for public involvement; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project.
- Provide brief resumes of all senior and key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel

is identified as personnel who would work directly with City staff. Offeror must include the following information for all key members of the project team, including subcontractors using the following format:

- Name and Title
- Specialized Professional Competence
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background, Education

- Describe the management plan for coordinating schedules and resources to complete this project on schedule and within budget.
- Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
- Should the firm be invited for personal interview, the City requires the principal and key design personnel, who will be assigned to the project, be present, be introduced, make comment to the selection committee, and preferably be a participant in the interview.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

FCS Group

The Evaluation Committee awarded FCS Group 235 points based on the Offeror's response. FCS's project team has completed the required minimum of 3 utility rate analysis service for communities similar to Santa Fe and in communities with population greater than 70,000 people. The proposal listed strong projects completed and ongoing with strong utilities specifically in western and southwestern United States. Including tier rate structures.

Points were deducted because of the population of reference locations not listed and had to search total population. FCS has a Strong team, particularly Jason Mumm, whose credentials are very impressive. Project team has many years of related experience and rate analysis in appropriate sized cities. Organization is clearly shown and employee resumes with relevant projects are given. FCS has 20 years' experience working with Utility Department and can work right away.

Section IV.B.3, Associations (50 Total Points)

	FCS Group
Offeror Points	49

Specifications:

The City of Santa Fe may contract with only one principal firm for this project; or the resulting contract may be a multiple award.
The use of specialty firms is recognized and with respect to joint ventures, associations, or subcontracts with other firms, describe recent associations on completing projects and your ability to effectively coordinate and manage a combination of firms. Indicate all of the firms and firm's information (company name, contact name, title, number, address).
Describe the capacity and capability of firm, joint venture or Teaming Agreement, including special consultants, to perform the work, including any specialized services, within the Offeror's time frames to expedite projects.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the firms experience, expertise, knowledge, capacity and capability.

FCS Group

The Evaluation Committee awarded FCS Group 49 points based on the Offeror's response. The Association with NewGen is strongly related to Solid Waste portion of the utility. NewGen has extensive experience and history. Points were deducted because this capacity should be in-house and not subcrontracterd. Partnering with NewGen for Solid Waste related services rounds out the service offering well. Subcontractor information is clearly shown, and this firm has previous experience with City, County. Resumes and projects are shown.

Section IV.B.4, Workload (150 Total Points)

	FCS Group
Offeror Points	**105**

Specifications:

Describe the firm's current workload (particularly in the office that will manage this project). Provide names, locations, and clients for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project and the firm's capacity in these projects.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror' s response in this Section.

FCS Group

The Evaluation Committee awarded FCS Group 105 points based on the Offeror's response. Points were deducted because the Description of other ongoing or new clients was vague. Answer given was not fully responsive, essentially saying they will be as responsive as they have been. Workload is addressed but not particularly shown. FCS states that after a 20-year relationship, the firm's workload is already adjusted to Santa Fe's needs.

Section IV.B.5, Knowledge of Local Conditions (50 Total Points)

	FCS Group
Offeror Points	**50**

Specifications:

Demonstrate recent knowledge and experience with the City Public Utilities Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity and local practices, i.e., Santa Fe Regional Area.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section.

FCS Group

The Evaluation Committee awarded FCS Group 50 points based on the Offeror's response. FCS demonstrated good knowledge of local conditions. FCS has extensive knowledge of local conditions with 20 years of being the Utility consultant. Subcontractor has also performed cost analysis for the City, County previously, and with the immediately past contract. Also recently completed projects with Albuquerque and Las Cruces

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	FCS Group
Pass/Fail	**Pass**

Specifications:

The Letter of Transmittal Form located in APPENDIX D. must accompany the Offeror's proposal. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror' s disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	FCS Group
Pass/Fail	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100 Total Points)

	FCS Group
Offeror Points	**100**

Specifications:

Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the total annual cost for the first year for contractual services as defined by the scope of work. Offerors must list out the annual cost for each task to include labor, travel, documenting & reporting and meetings.

Evaluation Factors:

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

Lowest Responsive Offeror's Total Annual Cost

---------- X Available Award Points

Each Offeror's Total Annual Cost

FCS Group

The Evaluation Committee awarded FCS Group points based on the Offeror's response.

151261

---------- = 1 X 100 = 100

151261

Section IV.C.4, NM Preferences

Evaluation Factors:

	Points	FCS Group
City of Santa Fe Local Preference per Section IV C. 2.	30	0
City of Santa Fe Local Preference using Local Subcontractors per Section IV C. 2.	60	0

Specifications:

Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department

Evaluation Factors:

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

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

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used

in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

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

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

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

FCS Group

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Public Utilities Rate Evaluation & Financial Services

RFP # 22/04/P **Evaluation Summary**

	FCS Group
Section IV.B 1. Technical Specifications Organizational Experience (400 Points)	376
Section IV.B 2. Technical Specifications Project Team Related Experience (250 Points)	235
Section IV.B 3. Technical Specifications Associations (50 Points)	49
Section IV.B 4. Technical Specifications Workload (150 Points)	105
Section IV.B 5. Technical Specifications Knowledge of Local Conditions (50 Points)	50
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass
Section IV.C 3. Business Specifications Cost (100 Points)	100
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	0
TOTAL POINTS AWARDED	**915**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a Professional Services Agreement to perform the scope of work as outlined in the Public Utilities Rate Evaluation & Financial Services
to the only proposal received; FCS Group; subject to agreement between the Public Utilities Department and the selected Offeror. Awarding Professional Services Agreement to the recommended Offeror is in the best interest of the City and the Public Utilities Department.

Committee Signature Approval

Shannon Jones

Shannon Jones — Date
Evaluation Committee Member

Jesse Roach — Date
Evaluation Committee Member

Michael Dozier (Aug 20, 2021 15:17 MDT)

Michael Dozier — 8/20/21
Evaluation Committee Member

Shirlene Sitton
Shirlene Sitton (Aug 20, 2021 12:04 MDT)

Shirlene Sitton — Date
Evaluation Committee Member

Stephen A Morales
Stephen A Morales (Aug 20, 2021 15:22 MDT)

Stephen Morales — 08/20/2021
Evaluation Committee Member

Maya Martinez

Maya Martinez — 8/20/21
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway (Aug 23, 2021 13:53 MDT)

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Aug 23, 2021

Date

Signature: Shannon Jones

Email: swjones@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for the Approval of a Professional Services Agreement in the Total Amount of $417,685.00 for Behavioral Health Direction in FYs 22, 23, 24 and 25; Therapeutic Solutions Consulting, LLC.; Andres J. Mercado, ajmercado@santafenm.gov, (505)629-6255.

COMMITTEE REVIEW:
Quality of Life Committee: 09/15/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021

ISSUE NO. 7a

Request for the Approval of a Professional Services Agreement in the Total Amount of $417,685.00 for Behavioral Health Direction in FYs 22, 23, 24 and 25; Therapeutic Solutions Consulting, LLC.; Andres J. Mercado, ajmercado@santafenm.gov, (505)629-6255.

COMMITTEE REVIEW:
Quality of Life Committee: 09/15/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **August 18, 2021**

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

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Paul Babcock, Fire Department Chief P.B

FROM: **Andres J. Mercado, Battalion Chief MIH** AJM

ITEM AND ISSUE:
Request for the Approval of a Professional Services Agreement in the Total Amount of $ 417,685,00 for Behavioral Health Direction in FYs 22, 23, 24 and 25; Therapeutic Solutions Consulting, LLC; Andres J. Mercado, ajmercado@santafenm.gov 505-629-6255.

BACKGROUND AND SUMMARY:

The Santa Fe Fire Department's MIHO group runs several programs aimed at helping community members struggling with mental health and/or substance use issues. The BH Director provides clinical direction, performs quality management duties, conducts assessments in the field, helps come up with and monitor care plans, attends meetings, and works on various administrative duties as assigned.

PROCUREMENT METHOD:
This vendor was selected through the RFP process.

CONTRACT NUMBER:
The FY21 Munis contract number is 3202917.

FUNDING SOURCE:

General Fund monies will fund the BH Director position. The funding source is:

Munis Org Name/Number: Professional Contracts/1002001.510300

ACTION REQUESTED:
The Fire Department respectfully requests your review and approval. Thank you.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Therapeutic Solutions Consulting, LLC

Procurement Title: Behavioral Health Director

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

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

Department Requesting Community Health and Safety/Fire Staff Name Andres J. Mercado

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: Business Associate Agreement

Andres J. Mercado — Battalion Chief-MIH — 8/10/21

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

Fran Dunaway

Fran Dunaway (Aug 23, 2021 14:07 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 # **3202917**

Contractor: **Therapeutic Solutions Consulting, LLC**

Description: **Provide Behavioral Health Direction services as outlined in professional services agreement.**

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

Term Start Date: **9/1/21** Term End Date: **6/30/25**

[ ] Approved by Council Date: _____

Contract / Lease: **BH Director contract**

Amendment # **n/a** to the Original Contract / Lease # **n/a**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

[ ] Approved by Council Date: **n/a**

Amendment is for: **n/a**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
First year of four-year contract from RFP 22.03.P
Therapeutic Solutions Consulting LLC provided similar services under Munis contract #s 3200611and 3201291 from RFP 18.18.P.

3. **Procurement History:** **RFP 22.03.P**

Fran Delaway (Aug 23, 2021 14:07 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Award of RFP 22/03/P - year one of a four year agreement.

4. **Funding Source:** **General Fund** **Org / Object:** **1002001.510300**

Andy Hopkins (Aug 23, 2021 13:56 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Andres J. Mercado** Phone # **505-629-6255**

Email: **ajmercado@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

The City of Santa Fe
AND
Fire Department

REQUEST FOR PROPOSALS (RFP)

<Behavioral Health Director>

RFP#
22/03/P

RFP Release Date: June 17, 2021

Proposal Due Date: July 13, 2021
ELECTRONIC-ONLY PROPOSAL SUBMISSION

I. INTRODUCTION 5

A. PURPOSE OF THIS REQUEST FOR PROPOSALS 5
B. BACKGROUND INFORMATION 5
C. SCOPE OF PROCUREMENT 5
D. PROCUREMENT MANAGER 5
E. PROPOSAL SUBMISSION 6
F. DEFINITION OF TERMINOLOGY 6
G. PROCUREMENT LIBRARY 9

II. CONDITIONS GOVERNING THE PROCUREMENT 10

A. SEQUENCE OF EVENTS 10
B. EXPLANATION OF EVENTS 10
1. Issue RFP 10
2. Acknowledgement of Receipt Form 10
3. Pre-Proposal Conference 11
4. Deadline to Submit Written Questions 11
5. Response to Written Questions 12
6. Submission of Proposal 12
7. Proposal Evaluation 12
8. Selection of Finalists 12
9. Oral Presentations 13
10. Finalize Contractual Agreements 13
11. Contract Awards 13
12. Protest Deadline 13
C. GENERAL REQUIREMENTS 13
1. Acceptance of Conditions Governing the Procurement 13
2. Incurring Cost 14
3. Prime Contractor Responsibility 14
4. Subcontractors/Consent 14
5. Amended Proposals 14
6. Offeror's Rights to Withdraw Proposal 14
7. Proposal Offer Firm 14
8. Disclosure of Proposal Contents 14
9. No Obligation 15
10. Termination 15
11. Sufficient Appropriation 15
12. Legal Review 15
13. Governing Law 15
14. Basis for Proposal 16
15. Contract Terms and Conditions 16
16. Offeror's Terms and Conditions 16
17. Contract Deviations 16
18. Offeror Qualifications 17
19. Right to Waive Minor Irregularities 17
20. Change in Contractor Representatives 17
21. Notice of Penalties 17
22. Department Rights 17
23. Right to Publish 17
24. Ownership of Proposals 17
25. Confidentiality 17
26. Electronic mail address required 18

27. Use of Electronic Versions of this RFP *18*
28. Campaign Contribution Disclosure Form *18*
29. Letter of Transmittal *18*
30. Disclosure Regarding Responsibility *19*
31. Local Preferences *20*

III. RESPONSE FORMAT AND ORGANIZATION **22**

A. NUMBER OF RESPONSES 22
B. NUMBER OF COPIES 22
1. ELECTRONIC SUBMISSION ONLY Responses *22*
C. PROPOSAL FORMAT 23
1. Proposal Content and Organization *23*

IV. SPECIFICATIONS **24**

A. DETAILED SCOPE OF WORK 24
1. Organizational Experience *24*
2. Mandatory Specification *25*
3. Desirable Specification *25*
C. BUSINESS SPECIFICATIONS 25
1. Letter of Transmittal Form *25*
2. Campaign Contribution Disclosure Form *26*
3. Cost *26*
4. Local Preference *26*

V. EVALUATION **27**

A. EVALUATION POINT SUMMARY 27
B. EVALUATION FACTORS 27
1. B.1 Organizational Experience (See Table 1) *27*
2. B.2 Mandatory Specifications *27*
3. B.3 Desirable Specifications *27*
4. C.1 Letter of Transmittal (See Table 1) *27*
5. C.2 Campaign Contribution Disclosure Form (See Table 1) *28*
6. C.3 Cost (See Table 1) *28*
7. C.4. Local Preferences *28*
C. EVALUATION PROCESS 28

APPENDIX A **30**

ACKNOWLEDGEMENT OF RECEIPT FORM **30**

APPENDIX B **32**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM **32**

APPENDIX C **36**

COST RESPONSE FORM **36**

APPENDIX D **38**

LETTER OF TRANSMITTAL FORM **38**

APPENDIX E **40**

NON-COLLUSION AFFIDAVIT **40**

APPENDIX F **42**

CONFLICT OF INTEREST **42**

APPENDIX G **45**
LIVING WAGE ORDINANCE **45**
APPENDIX H **47**
DRAFT CONTRACT **47**

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of clinical oversight and support for behavioral health services for the City of Santa Fe Fire Department ("SFFD").

B. BACKGROUND INFORMATION

SFFD is a provider of single-tier Emergency Medical Services ("EMS"). Many of SFFD's calls for service include a mental health or substance use component (collectively referred to as "behavioral health" or "BH"). SFFD also provides preventative and proactive mobile integrated health services. The BH Director works under the direction of the Mobile Integrated Health ("MIH") Officer and in collaboration with SFFD's Medical Director and Medical Officer ("MO") to enhance the quality of BH care SFFD delivers.

C. SCOPE OF PROCUREMENT

The resulting contract will be a single award.

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

Brief summary of scope of work:

- Work collaboratively with SFFD staff and contractors on a variety of MIH services;
- Provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office;
- Work at SFFD locations, remotely and in the field;
- Create and review records;
- Attend meetings; and
- Other duties as outlined in full scope of work.

Requirement: The selected contractor will be required to enter into a professional services agreement and Business Associate Agreement with the City of Santa Fe, to obtain and maintain a City business license and to carry liability, malpractice and other applicable insurance as specified by the City.

D. PROCUREMENT MANAGER

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

Name: Andres Mercado, Procurement Manager
Telephone: (505) 629-6255
Email: ajmercado@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this

procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

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

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. "**Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

16. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

17. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

18. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**Mandatory**" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

21. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

22. "**Mobile Integrated Health**" means an approach to emergency medical services which is integrated into the public safety, public health, healthcare and social service systems and is provided from the mobile platform of an emergency medical services agency.

23. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

24. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).

25. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

26. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

27. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

28. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

29. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

30. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

31. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

32. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

33. "**State (the State)**" means the State of New Mexico.

34. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

35. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

36. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for

charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

Other relevant links:
SFFD Website: https://www.santafenm.gov/fire_department
SFFD MIH Website: https://www.santafenm.gov/mobile_integrated_health

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	June 17, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	June 25, 2021
3. Pre-Proposal Conference	Requesting Department	June 25, 2021
4. Deadline to submit Written Questions	Potential Offerors	June 27, 2021
5. Response to Written Questions	Procurement Manager	June 29, 2021
6. Submission of Proposal	***Potential Offerors***	***July 13, 2021***
7.* Proposal Evaluation	Evaluation Committee	July 14 to July 21, 2021
8.* Selection of Finalists	Evaluation Committee	July 22, 2021
9.* Best and Final Offers	Finalist Offerors	July 26, 2021
10.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	July 27 to August 2, 2021
11.* Contract Awards	Requesting Department/ Finalist Offerors	August 4, 2021
12.* Protest Deadline	Central Purchasing Office	August 19, 2021

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of The City Fire Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

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

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

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00am MST/MDT via Zoom.

Join Zoom Meeting: https://santafenm-gov.zoom.us/j/91043869199?pwd=OERMcEYwNlVidWhUUHpMV2hOdUhvZz09
Meeting ID: 910 4386 9199
Passcode: 549084

One tap mobile
+13462487799,,91043869199#,,,,*549084# US (Houston)
+16699006833,,91043869199#,,,,*549084# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)

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

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

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5:00PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing

Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

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

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

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

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of the two (2) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.3 Organizational References, and Section IV.B.2 Mandatory Specifications.

9. Oral Presentations

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

10. Finalize Contractual Agreements

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

11. Contract Awards

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

12. Protest Deadline

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

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

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX D.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

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

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.21. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Department Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

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

28. Campaign Contribution Disclosure Form

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

29. Letter of Transmittal

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

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;

4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

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

30. Disclosure Regarding Responsibility

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

   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or
      c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

   3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

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

C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns

that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

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

31. Local Preferences

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

1. Local Preference Qualification

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

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. **Solicitations above One Million Dollars ($1,000,000)**
   a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

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

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

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) ELECTRONIC version of the requisite proposals as **unredacted** (def. Section I.F.34) versions for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.26) ELECTRONIC version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

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

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

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

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

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

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

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

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

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor shall provide the following services for the City:

1. Maintain New Mexico Licensed Clinical Social Worker licensure throughout term of contract;
2. Work collaboratively with SFFD MIH Officer, Medical Officer, Medical Director and other SFFD staff and contractors on a variety of MIH services including clinical, operational and administrative decisions;
3. Provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff to help develop, execute and monitor care plans;
4. Hold in-person office hours for a minimum of 20 hours per week (see Technical Specifications for full details);
5. Maintain on-call availability during business hours for clinical support for SFFD staff (see Technical Specifications for full details);
6. Regular and ongoing records/documentation review;
7. Use records systems for documentation, quality management activities and preparing reports;
8. Represent SFFD and its MIH services at meetings with external stakeholders;
9. Make phone calls for coordination of services, visit clients with SFFD staff, work with service providers to coordinate services;
10. Develop, deliver, specify and/or approve trainings for SFFD MIH staff;
11. Work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines;
12. If new staff (not identified in response to RFP) is to be brought on to work on this project, the Contractor shall request and receive approval in written form from the MIH Officer;
    May provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others); and
    May provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) provide a brief description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services. All Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services provided to private sector will also be considered;

b) provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as any individual who will work on deliverables. Offeror must include key personnel education, work experience, relevant

certifications/licenses, and any other information which speaks to the contractor's ability to provide deliverables.

c) describe at least two project successes and failures regarding Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services. Include how each experience improved the Offeror's services.

2. Mandatory Specification

a. Explain how offeror will work collaboratively with SFFD MIH Officer, Medical Officer, Medical Director and other SFFD staff and contractors on a variety of MIH services including clinical, operational and administrative decisions;
b. Explain how offeror will provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff to help develop, execute and monitor care plans;
c. Explain how offeror will hold in-person office hours for a minimum of 20 hours per week (see Technical Specifications for full details);
d. Explain how offeror will maintain on-call availability during business hours for clinical support for SFFD staff (see Technical Specifications for full details);
e. Explain how offeror will provide regular and ongoing records/documentation review;
f. Explain how offeror will use records systems for documentation, quality management activities and preparing reports;
g. Explain how offeror will represent SFFD and its MIH services at meetings with external stakeholders;
h. Explain how offeror will make phone calls for coordination of services, visit clients with SFFD staff, work with service providers to coordinate services;
i. Explain how offeror will develop, deliver, specify and/or approve trainings for SFFD MIH staff;
j. Explain how offeror will work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines; and
k. Explain that if new staff (not identified in response to RFP) is to be brought on to work on this project, the offeror shall request and receive approval in written form from the MIH Officer.

3. Desirable Specification

a. Explain how offeror will provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others); and
b. Explain how offeror will provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured using the cost table in Cost section of Evaluation Factors.

4. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors *(Correspond to section IV.B and IV C)*	**Points Available**
B. Technical Specifications	
B. 1. Organizational Experience	225
B. 2. Mandatory Specification	400
B. 3. Desirable Specification	75
C. Business Specifications	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	100
TOTAL POINTS AVAILABLE	**1,000**
C.4. City of Santa Fe Local Preference per Section IV C. 2	**30**
C.4. C.7. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**60**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Mandatory Specifications

Offeror must clearly articulate how it will deliver Mandatory Specifications. The Evaluation Committee will weigh Offeror's answers for well-thought-out responses articulating Offeror's vision and approach to the work.

3. B.3 Desirable Specifications

Offeror must clearly articulate how it will deliver Desirable Specifications. Examples may be used to help articulate a vision and approach to the work.

4. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

6. C.3 Cost (See Table 1)

The total cost for all four years will be added to calculate the Cost score.
The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

7. C.4. Local Preferences

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

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

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

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

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

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the

responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Behavioral Health Director
22/03/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00PM on June 25, 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: Behavioral Health Director and 22/03/P

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Name(s) of Applicable Public Official(s) if any:
Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Tiger Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt-Sanchez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

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

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

COST RESPONSE FORM

APPENDIX C
COST RESPONSE FORM

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

All Deliverables Year 1: (**9** months: 10/01/2021 thru 6/30/2022) Price:$_____

All Deliverables Year 2: (12 months: 07/01/2022 thru 06/30/2023) Price:$_____

All Deliverables Year 3: (12 months: 07/01/2023 thru 06/30/2024) Price:$_____

All Deliverables Year 4: (12 months: 07/01/2024 thru 06/30/2025) Price:$_____

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#:22/03/P

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

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

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

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

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

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

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

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

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

APPENDIX E

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

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

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX F

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

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

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

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

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

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

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Behavioral Health Director contract. For the duration of this firm's involvement in the Behavioral Health Director contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Behavioral Health Director contract.

I certify that this firm will keep all Behavioral Health Director contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality

agreement signed by the other person, and the disclosure is authorized and necessary to the Behavioral Health Director contract. I understand that if this firm leaves this Behavioral Health Director contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Behavioral Health Director contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Behavioral Health Director contract confidential information has or intends to disclose that information in violation of this agreement.

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

Company Name:
_____

Authorized Representative/Title:
_____

Phone Number:
_____

Fax Number:
_____

E-mail Address:
_____

Signature:
_____

Date:
_____

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

APPENDIX G

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

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

$12.32 PER HOUR

Santa Fe's Living Wage

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

Who is Required to Pay the Living Wage?

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

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

APPENDIX H

DRAFT CONTRACT

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

Item#_
Munis Contract# ____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) Work collaboratively with the MIH Officer, Medical Officer, Medical Director and other Santa Fe Fire Department (SFFD) staff on a variety of MIH services including clinical and operational decisions;
2) Provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public-safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff;
3) Hold office hours for a minimum of 20 hours per week to support SFFD staff and MIH services (see Technical Specifications for full details);
4) Use records systems for documentation, quality management activities and preparing reports;
5) Work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines;
6) Represent SFFD and its MIH services at meetings with external stakeholders;
7) If new staff (not identified in response to RFP) is to be brought on to work on this project, the Contractor shall request and receive approval in written form from the MIH Officer.
8) May provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others);
9) May provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____dollars ($_____) per year based on deliverables, such compensation not to exceed (AMOUNT), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work**

assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (AMOUNT) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____dollars ($_____) in (FY22).
2) 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _dollars ($_____) in (FY23).
3) 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _dollars ($_____in (FY24).
4) 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _dollars ($_____) in (FY25).

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY

THE CITY. This Agreement shall terminate on **June 30th, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150

NMSA 1978, this contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor

acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time

during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Entire Agreement.

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

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any

Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and

shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Andres J. Mercado, 200 Murales Road, Santa Fe, NM 87505, ajmercado@santafenm.gov

To the Contractor: [insert name, address and email].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

_____
MAYOR

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
_____
Marcos Martinez (May 12, 2021 16:01 MDT)
SENIOR ASSISTANT CITY ATTORNEY APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org#.

City of Santa Fe, New Mexico

memo

DATE: July 21, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Andres J Mercado, Procurement Manager
Community Health and Safety Department (Fire)

SUBJECT: Evaluation Committee Report, BH Director RFP #22/03/P

In accordance with the Request for Proposals for BH Director issued June 17, 2021, one response was submitted from the following Offeror: Therapeutic Solutions Consulting and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Ramos H. Tsosie, MIH Paramedic
Victoria Velarde, Administrative Assistant
Andres J Mercado, MIH Officer

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- July 14, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- July 19, 2021: Evaluation Committee submitted Evaluation Committee Report (through Andres Mercado) to Central Purchasing Office (Kathy Sanchez), received cost proposal, scored cost proposal. Completed Evaluation Committee Report and submitted to Central Purchasing Office.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (225 Total Points)

	Therapeutic Solutions Consulting
Offeror Points	**200**

Organizational Experience

Specifications:

a) Provide a brief description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services. All Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services provided to private sector will also be considered;

b) Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as any individual who will work on deliverables. Offeror must include key personnel education, work experience, relevant certifications/licenses, and any other information which speaks to the contractor's ability to provide deliverables.

c) Describe at least two project successes and failures regarding Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services. Include how each experience improved the Offeror's services.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Therapeutic Solutions Consulting

The Evaluation Committee awarded Therapeutic Solutions Consulting 200 points based on the Offeror's response. The Offeror provided a description of relevant corporate experience that included the expertise, extent of their experience and knowledge as a provider. There was a brief bio of the key personnel that will be used in performance of the contract. The description provided for the project successes and failures was focused more on individual client/situation successes and failures instead of project successes and failures.

Section IV.B.2, MANDATORY SPECIFICATIONS (400 Total Points)

	Therapeutic Solutions Consulting
Offeror Points	350

Mandatory Specifications

Specifications:

a. Explain how offeror will work collaboratively with SFFD MIH Officer, Medical Officer, Medical Director and other SFFD staff and contractors on a variety of MIH services including clinical, operational and administrative decisions;

b. Explain how offeror will provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff to help develop, execute and monitor care plans;

c. Explain how offeror will hold in-person office hours for a minimum of 20 hours per week (see Technical Specifications for full details);

d. Explain how offeror will maintain on-call availability during business hours for clinical support for SFFD staff (see Technical Specifications for full details);

e. Explain how offeror will provide regular and ongoing records/documentation review;

f. Explain how offeror will use records systems for documentation, quality management activities and preparing reports;

g. Explain how offeror will represent SFFD and its MIH services at meetings with external stakeholders;

h. Explain how offeror will make phone calls for coordination of services, visit clients with SFFD staff, and work with service providers to coordinate services;

i. Explain how offeror will develop, deliver, specify and/or approve trainings for SFFD MIH staff;

j. Explain how offeror will work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines; and

k. Explain that if new staff (not identified in response to RFP) is to be brought on to work on this project, the offeror shall request and receive approval in written form from the MIH Officer.

Evaluation Factors:

Offeror must clearly articulate how it will deliver Mandatory Specifications. The Evaluation Committee will weigh Offeror's answers for well-thought-out responses articulating Offeror's vision and approach to the work.

Therapeutic Solutions Consulting

The Evaluation Committee awarded Therapeutic Solutions Consulting 350 points based on the Offeror's response. The Offeror's response provided an explanation for most of the mandatory specifications. What was not addressed was preparing reports, client visits and how program development (including processes, policies, protocols, procedures and guidelines) would be developed.

Section IV.B.3, Desirable Specifications (75 Total Points)

	Therapeutic Solutions Consulting
Offeror Points	**50**

Desirable Specifications

Specifications:

a. Explain how offeror will provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others); and

b. Explain how offeror will provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

Evaluation Factors:

Offeror must clearly articulate how it will deliver Desirable Specifications. Examples may be used to help articulate a vision and approach to the work.

Therapeutic Solutions Consulting

The Evaluation Committee awarded Therapeutic Solutions Consulting 50 points based on the Offeror's response. The Offeror did not clearly articulate how the desirable specifications, vision or approach would be delivered.

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	Therapeutic Solutions Consulting
Pass/Fail	**Pass**

Letter of Transmittal

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	Therapeutic Solutions Consulting
Pass/Fail	**Pass**

Campaign Disclosure Form

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100 Total Points)

	Therapeutic Solutions Consulting
Offeror Points	**100**

Costs

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured using the cost table in Cost section of Evaluation Factors.

Evaluation Factors:

The total cost for all four years will be added to calculate the Cost score.

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

Lowest Responsive Offeror's Cost

---------- X Available Award Points

Each Offeror's Cost

Therapeutic Solutions Consulting

The Evaluation Committee awarded Therapeutic Solutions Consulting 100 points based on the Offeror's response.

Calculation: ($305,800/$305,800) x100= 100.

Section IV.C.4, NM Preferences

	Therapeutic Solutions Consulting
NM Business Preference	**0**
NM Veterans Preference	**0**

NM Preferences

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

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

A. the City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

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

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

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

Therapeutic Solutions Consulting

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Behavioral Health Director
RFP #22/03/P **Evaluation Summary**

	Therapeutic Solutions Consulting
Section IV.B 1. Technical Specifications Organizational Experience (n/a Points)	200
Section IV.B 2. Technical Specifications Organizational References (n/a Points)	n/a
Section IV.B 3. Technical Specifications Oral Presentation (n/a Points)	n/a
Section IV.B 4. Technical Specifications Mandatory Specification (350 Points)	350
Section IV.B 5. Technical Specifications Desirable Specification (50 Points)	50
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass
Section IV.C 3. Business Specifications Cost (100 Points)	100
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	0
TOTAL POINTS AWARDED	**700**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the contracts to perform the scope of work as outlined in the Behavioral Health Director RFP #22/03/P to the proposal receiving the highest scores along the natural point-break; Therapeutic Solutions Consulting; subject to agreement between the Community Health and Safety Department (Fire) and the selected Offerors. Awarding the contract to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval

Ramos Tsosie (Jul 21, 2021 11:58 MDT)

Jul 21, 2021

Ramos H. Tsosie
Evaluation Committee Member

Date

Victoria E. Velarde

Jul 21, 2021

Victoria E. Velarde
Evaluation Committee Member

Date

Andres J. Mercado (Jul 21, 2021 15:16 MDT)

Jul 21, 2021

Andres J .Mercado
Procurement Manager

Date

Chief Procurement Officer Signature Approval

Fran Dunaway (Jul 23, 2021 18:41 MDT)

Jul 23, 2021

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Date

22.03.P Evaluation Committee Report

Final Audit Report 2021-07-21

Created:	2021-07-21
By:	Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL4nvrCKdYQs_Ovb_4WjNBDibpUksGxWe

"22.03.P Evaluation Committee Report" History

Document created by Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
2021-07-21 - 5:37:01 PM GMT- IP address: 63.232.20.2

Document emailed to Ramos Tsosie (rhtsosie@santafenm.gov) for signature
2021-07-21 - 5:38:36 PM GMT

Email viewed by Ramos Tsosie (rhtsosie@santafenm.gov)
2021-07-21 - 5:57:56 PM GMT- IP address: 104.47.65.254

Document e-signed by Ramos Tsosie (rhtsosie@santafenm.gov)
Signature Date: 2021-07-21 - 5:58:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Victoria Velarde (vevelarde@ci.santa-fe.nm.us) for signature
2021-07-21 - 5:58:37 PM GMT

Document e-signed by Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
Signature Date: 2021-07-21 - 8:31:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Andres J. Mercado (ajmercado@santafenm.gov) for signature
2021-07-21 - 8:31:50 PM GMT

Email viewed by Andres J. Mercado (ajmercado@santafenm.gov)
2021-07-21 - 9:14:50 PM GMT- IP address: 104.47.65.254

Document e-signed by Andres J. Mercado (ajmercado@santafenm.gov)
Signature Date: 2021-07-21 - 9:16:00 PM GMT - Time Source: server- IP address: 174.205.105.89

Agreement completed.
2021-07-21 - 9:16:00 PM GMT

APPENDIX C
COST RESPONSE FORM

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

All Deliverables Year 1: (**9** months: 10/01/2021 thru 6/30/2022) Price:$ 85,800.00

All Deliverables Year 2: (12 months: 07/01/2022 thru 06/30/2023) Price:$ 110,000.00

All Deliverables Year 3: (12 months: 07/01/2023 thru 06/30/2024) Price:$ 110,000.00

All Deliverables Year 4: (12 months: 07/01/2024 thru 06/30/2025) Price:$ 110,000.00

Business Associate Agreement

This Business Associate Agreement ("Agreement") is made as of the date of the first signature below (the "Effective Date"), by and between the City of Santa Fe, a New Mexico municipal corporation, which is a "Hybrid Entity" under HIPAA and herein referred to as "Covered Entity," and Therapeutic Solutions Consulting, LLC, herein referred to as the "Business Associate," (collectively, the "Parties") is executed to ensure that the Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended and the Privacy, Security, Breach Notification, and Enforcement Rules promulgated thereunder at 45 CFR parts 160, 162, and 164 ("HIPAA Rules"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health (HITECH) Act, as amended.

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees to:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410, and any security incident of which it becomes aware. Breaches of unsecured PHI shall be reported to Covered Entity without unreasonable delay but in no case later than 15 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

5. Make PHI in a designated record set available to Covered Entity and to an individual who has a right of access in a manner that satisfies Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity, or take other measures necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;

8. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Privacy Rule (Subpart E of 45 CFR Part 164), Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate and Covered Entity's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

12. Business Associate shall indemnify, defend, and hold harmless the Covered Entity and Covered Entity's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorney's fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Indemnified Parties may have to additional remedies under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

C. Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the underlying professional services agreement.

2. Business Associate may use or disclose PHI as required by law.

3. Business Associate agrees to make uses and disclosures and requests for PHI consistent with covered entity’s minimum necessary policies and procedures.

4. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

D. Termination

1. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

3. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of the other party’s obligations under this Agreement, that Party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

4. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies

of the PHI. If return or destruction is unfeasible, the protections of this Agreement will extend to such PHI.

5. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Agreed to by:

COVERED ENTITY:
CITY OF SANTA FE
ALAN WEBBER
Signature: _____
Title: _____MAYOR_____
Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 17, 2021 10:24 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Agreed to by:
BUSINESS ASSOCIATE:
THERAPEUTIC SOLUTIONS, LLC
Signature: _____
Nicole Ault (Aug 17, 2021 13:59 MDT)
Title: LCSW/Owner
Date: Aug 17, 2021

Item#_____ Munis
Contract# 3202917

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Therapeutic Solutions Consulting, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) Work collaboratively with the MIH Officer, Medical Officer, Medical Director and other SFFD staff on a variety of MIH services including clinical and operational decisions;
2) Provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public-safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff;
3) Hold office hours for a minimum of 20 in-person hours per week to support SFFD staff and MIH services. During these hours, Contractor will prioritize meetings with SFFD staff for clinical and operational support over other deliverables outlined herein;
4) Use records systems for documentation, quality management activities and preparing reports;
5) Work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines;
6) Represent SFFD and its MIH services at meetings with external stakeholders;
7) If new staff (not identified in response to RFP) is to be brought on to work on this project, the Contractor shall request and receive approval in written form from the MIH Officer;
8) May provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others);
9) May provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand six hundred eighty-five ($417,685) for the term of this Agreement. **This amount is a maximum and not a guarantee**

that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty-seven thousand six hundred eighty-five dollars ($87,685) in (FY22).
2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred ten thousand dollars ($110,000) in (FY23).
3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred ten thousand dollars ($110,000) in (FY24).
4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred ten thousand dollars ($110,000) in (FY25).

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

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

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

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

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

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

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

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

new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Entire Agreement.

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

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

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

21. **Records and Financial Audit.**

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

22. **Indemnification.**

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

23. **New Mexico Tort Claims Act**

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

24. **Invalid Term or Condition.**

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

25. **Enforcement of Agreement.**

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

26. **Notices.**

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

To the City: Andres J. Mercado, 200 Murales Road, Santa Fe, NM 87505,

ajmercado@santafenm.gov

To the Contractor: Therapeutic Solutions Consulting, LLC c/o Nicole Ault, 915 Santander Lane, Santa Fe, NM 87505, nicoleault@hotmail.com

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Therapeutic Solutions Consulting, LLC.

Nicole Ault (Aug 17, 2021 13:59 MDT)
NAME

LCSW/Owner
TITLE

DATE: Aug 17, 2021
CRS# 033977870009
Registration # 22-6241

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
1002001.510300
Org. Name/Org#.

AJH
AJH

BAA and PSA Signature Requested by Therapeuatic Solutions

Final Audit Report 2021-08-17

Created:	2021-08-17
By:	Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIxNCpctktsdGXxcE9XOwftAbaIHEAwcv

"BAA and PSA Signature Requested by Therapeuatic Solutions" History

Document created by Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
2021-08-17 - 7:55:17 PM GMT- IP address: 63.232.20.2

Document emailed to Nicole Ault (nlault@santafenm.gov) for signature
2021-08-17 - 7:57:23 PM GMT

Email viewed by Nicole Ault (nlault@santafenm.gov)
2021-08-17 - 7:58:00 PM GMT- IP address: 104.47.64.254

Document e-signed by Nicole Ault (nlault@santafenm.gov)
Signature Date: 2021-08-17 - 7:59:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-08-17 - 7:59:59 PM GMT

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: THERAPEUTIC SOLUTIONS CONSULTI
DBA: THERAPEUTIC SOLUTIONS CONSULTI

Business Location: 143 CIBOLA DR
SANTA FE , NM 87501

Owner: NICOLE AULT

License Number: 226241

Issued Date: March 02, 2021

Expiration Date: March 02, 2022

CRS Number: 03397787009

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

THERAPEUTIC SOLUTIONS CONSULTI
143 CIBOLA DR
SANTA FE, NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Account Number: NM AULN 1430 Date: 8/11/21 Initials: MCI

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:
NICOLE L AULT
951 SANTANDER LANE
E
SANTA FE NM 87505

Additional Named Insureds:

Type of Work Covered: SOCIAL WORKERS / PROFESSIONAL SOCIAL WORKER
Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 02/20/2018

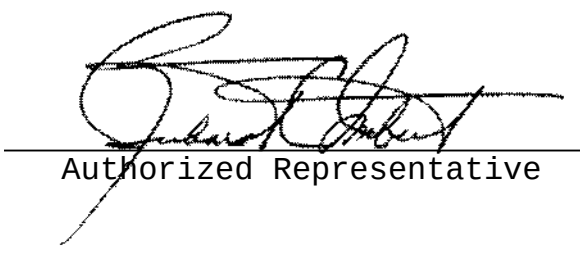
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5605-7273	2/20/21	2/20/22	2,000,000 2,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is $35,000. 1 ADDL.INS.BELOW:
CITY OF SANTA FE
200 LINCOLN AVE

SANTA FE NM 87504

This Certificate Issued to:
Name: NICOLE L AULT
Address: 951 SANTANDER LANE
E
SANTA FE NM 87505



Authorized Representative

APA 00138 00 (06/2014)

Signature: Andres J Mercado (Aug 23, 2021 11:08 MDT)

Email: ajmercado@santafenm.gov

Signature: Paul Babcock (Aug 23, 2021 11:15 MDT)

Email: prbabcock@santafenm.gov

BH Director RFP

Final Audit Report 2021-08-23

Created:	2021-08-23
By:	Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw-ezDgF1O7wmj29COlqgtfLCEgCrqHOp

"BH Director RFP" History

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2021-08-23 - 4:19:11 PM GMT- IP address: 63.232.20.2

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2021-08-23 - 4:39:52 PM GMT

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2021-08-23 - 5:03:26 PM GMT- IP address: 104.47.64.254

Restricted visibility Document e-signed by Andres J Mercado (ajmercado@santafenm.gov)
Signature Date: 2021-08-23 - 5:08:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Paul Babcock (prbabcock@santafenm.gov) for signature
2021-08-23 - 5:08:26 PM GMT

Restricted visibility Email viewed by Paul Babcock (prbabcock@santafenm.gov)
2021-08-23 - 5:14:17 PM GMT- IP address: 104.47.65.254

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Signature Date: 2021-08-23 - 5:15:19 PM GMT - Time Source: server- IP address: 174.205.35.211

Agreement completed.
2021-08-23 - 5:15:19 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for approval of Amendment No. 2 to contract #19-0591 for Coming Home Connection to increase compensation an additional $75,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021

ISSUE NO. 7b

Request for approval of Amendment No. 2 to contract #19-0591 for Coming Home Connection to increase compensation an additional $75,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:

Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0591 for Coming Home Connection to increase compensation an additional $75,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

CONTRACT NUMBER:
The MUNIS contract number is: 3200428

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

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

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0591

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and COMING HOME CONNECTION (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$225,000.00].

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate two thousand and fourteen dollars ($2,0140.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and

twenty cents ($809.20) per unduplicated person served for Tier I home care services and sixty-two dollars and fifty cents ($62.50) for Tier I equipment loan services in FY22 for up to a total of seventy five thousand dollars ($75,000.00), including gross receipts tax.

B. Payment in FY 21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Coming Home Connection

_____
NAME & TITLE Executive Director

Date: 7/23/21
CRS# _____
Business Reg. No._____

ATTEST:

KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 08:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AJH
MUNIS ORG/OBJ AJH

Item #21-0189

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0591

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and COMING HOME CONNECTION (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 14, 2021

ATTEST:

KRISTINE MIHELCIC, CITY CLERK XIV

GB MTG 04/28/2021

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Jan 11, 2021 13:58 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director

Alexis Lotero, Assistant Finance Director (May 14, 2021 10:45 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL

MUNIS ORG/OBJ AL

CONTRACTOR:
Coming Home Connection

NAME &TITLE

Date 1/18/2021

CRS# Exempt

Business License#48763

ITEM # 19-0591

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **COMING HOME CONNECTION**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☒ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Home care services to a minimum of 40 unduplicated adult individuals and/or families x $809.20 per individual adult/family.

   b. Navigation services to a minimum of 18 unduplicated adult individuals and/or families x $2,014.00 per individual adult/family.

   c. Equipment Loan services at 160 per year x $62.50 per loan.

2) Navigation and/or safety net services to City of Santa Fe residents ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients receiving home care, and # Equipment exchanges; and

2) # or % of professional caregivers improving their hard and soft care skills; and

3) # of home care clients reporting a decrease in falls over or after 4 months of receiving care, % of home care clients reporting a decrease in falls over or after 4 months of receiving care; and

4) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$150,000.00].

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two thousand and fourteen dollars ($2,014.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and twenty cents ($809.20) per unduplicated person served for Tier I home care services, and sixty-two dollars and fifty cents ($62.50) for Tier I equipment loan services in FY20, up to a total of seventy five thousand dollars ($75,000.00), including gross receipts tax.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two thousand and fourteen dollars ($2,014.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and twenty cents ($809.20) per unduplicated person served for Tier I home care services, and sixty-two dollars and fifty cents ($62.50) for Tier I equipment loan services in FY21, up to a total of seventy five thousand dollars ($75,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in

connection with this offer submitted to the City.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

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 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.

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

21. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors

or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. 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.

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 express and 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:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Coming Home Connection, 418 Cerrillos Road, Unit 27, frances@cominghomeconnection.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B.

Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Coming Home Connection

NAME: FRANCES SALLES
TITLE: EXECUTIVE DIRECTOR

DATE: 6/28/19

CRS# EXEMPT
REGISTRATION# 19-00048763

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8.29.2019

APPROVED AS TO FORM:

By ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: COMING HOME CONNECTION
DBA: COMING HOME CONNECTION

Business Location: 418 CERRILLOS RD 27
SANTA FE , NM 87501

CRS Number: 02409957001

Owner: Jodee Powers

License Number: 48763

License Type: Business License - Renewable

Issued Date: January 18, 2021

Classification: Business Registration - Standard

Expiration Date: January 18, 2022

Fees Paid: $35.00

COMING HOME CONNECTION
418 CERRILLOS RD 27 M
SANTA FE , NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2021

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

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

PRODUCER Infinity Commercial Insurance Inc dba Infinity Insurance Partners 4455 E Camelback Rd Ste E-260 Phoenix AZ 85018	**CONTACT NAME:** Insurance Certificates **PHONE (A/C, No, Ext):** 602-512-1319 **FAX (A/C, No):** 602-391-2821 **E-MAIL ADDRESS:** certificates@infinityinspart.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Lloyds of London **INSURER B :** CopperPoint Casualty Insurance Company / 13210 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED THECOMI-01 The Coming Home Connection, Inc. 418 Cerrillos Rd Ste 23 and Ste 24 Santa Fe NM 87501	

COVERAGES **CERTIFICATE NUMBER:** 1204385762 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HAHA21-0213	2/12/2021	2/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ Included $ 2,500
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HAHA21-0213	2/12/2021	2/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1022371	2/13/2021	2/13/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Professional Liability Claims-Made & Incident Sensitive Retroactive Date 2/12/2016			HAHA21-0213	2/12/2021	2/12/2022	Per Claim Limit Aggregate Limit Deductible	$1,000,000 $2,000,000 $2,500

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

Sexual Misconduct coverage included in Professional Liability: $1,000,000 per claim; $2,000,000 aggregate; $2,500 deductible; retroactive date 2/12/2017

Subject to all policy terms, conditions and exclusions.

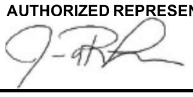
CERTIFICATE HOLDER

Verification of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200428**

Contractor: **Coming Home Connection**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0591**

Increase/(Decrease) Amount $ **225,000.00**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

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

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Dunaway (Aug 23, 2021 14:02 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 13:52 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

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

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Coming Home Connection

Procurement Title: RFP#19/31/P

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

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

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

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 23, 2021 14:02 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.

*

Signature: Kyra Ochoa
Kyra Ochoa (Aug 18, 2021 14:59 MDT)

Email: krochoa@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for approval of Amendment No. 2 to contract #19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7e Request for approval of Amendment No. 2 to contract #19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

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

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200483

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

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

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$450,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00)

per unduplicated person served for Tier I services in FY22 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Interfaith Shelter
Joseph Jordan-Berenis
Joseph Jordan-Berenis (Jul 23, 2021 11:44 EDT)
Joseph Jordan-Berenis, Interim Executive Director
NAME & TITLE

Date: Jul 23, 2021
CRS# 03-194010-00-2
Business Reg. No. 22294

ATTEST:

KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 08:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 28, 2021

CONTRACTOR:
Interfaith Shelter

NAME & TITLE
JOSEPH JORDAN-BERENIS, EXECUTIVE DIRECTOR

Date: 1/12/20

CRS# Exempt

Business Reg.# 222294

ATTEST:

Kristine Mihelcic (May 28, 2021 15:35 MDT)

KRISTINE MIHELCIC CITY CLERK

GB MTG 05/26/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 28, 2021 15:22 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0593

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **INTERFAITH COMMUNITY SHELTER GROUP, INC.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☒ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 10 unduplicated adult individuals and/or families x $150.00 per individual adult/family.

   b. Safety net services to minimum of 900 unduplicated adult individuals and/or families x $165.00 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # of bed nights; # of meals; # of showers; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$300,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY20 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY21 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross

receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Non-Collusion.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

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 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.

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

21. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

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

receives notice thereof, notify the legal counsel of the City.

24. 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

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 express and 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:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Interfaith Community Shelter Group, Inc., PO BOX 22653, joe@interfaithsheltersf.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Interfaith Community Shelter Group, Inc.,

NAME: JOSEPH JORDAN-BERENS
TITLE: EXECUTIVE DIRECTOR

DATE: 7/1/2019

CRS# EXEMPT
REGISTRATION# 19-00045983

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Business Registration - Standard

Expiration Date: March 25, 2022

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2185709	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2185709	11/1/2020	11/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		63790.112	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Each Occurrence	1,000,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Aggregate	2,000,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter

Procurement Title: RFP#19/31/P

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

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

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

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 14:03 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 # **3200483**

Contractor: **Interfaith Community Shelter**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0593**

Increase/(Decrease) Amount $ **450,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

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

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 14:03 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 13:51 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

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

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

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

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200483

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

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

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$450,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00)

per unduplicated person served for Tier I services in FY22 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Interfaith Shelter
Joseph Jordan-Berenis
Joseph Jordan-Berenis (Jul 23, 2021 11:44 EDT)
Joseph Jordan-Berenis, Interim Executive Director
NAME & TITLE

Date: Jul 23, 2021
CRS# 03-194010-00-2
Business Reg. No. 22294

ATTEST:

KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 08:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 28, 2021

CONTRACTOR:
Interfaith Shelter

NAME & TITLE
JOSEPH JORDAN-BERENIS, EXECUTIVE DIRECTOR

Date: 1/12/20

CRS# Exempt

Business Reg.# 222294

ATTEST:

Kristine Mihelcic (May 28, 2021 15:35 MDT)

KRISTINE MIHELCIC CITY CLERK

GB MTG 05/26/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 28, 2021 15:22 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0593

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **INTERFAITH COMMUNITY SHELTER GROUP, INC.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

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2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☒ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 10 unduplicated adult individuals and/or families x $150.00 per individual adult/family.

   b. Safety net services to minimum of 900 unduplicated adult individuals and/or families x $165.00 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # of bed nights; # of meals; # of showers; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$300,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY20 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY21 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross

receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Non-Collusion.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

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 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.

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

21. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

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

receives notice thereof, notify the legal counsel of the City.

24. 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

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 express and 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:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Interfaith Community Shelter Group, Inc., PO BOX 22653, joe@interfaithsheltersf.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Interfaith Community Shelter Group, Inc.,

NAME: JOSEPH JORDAN-BERENS
TITLE: EXECUTIVE DIRECTOR

DATE: 7/1/2019

CRS# EXEMPT
REGISTRATION# 19-00045983

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Business Registration - Standard

Expiration Date: March 25, 2022

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2185709	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2185709	11/1/2020	11/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		63790.112	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Each Occurrence	1,000,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Aggregate	2,000,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter

Procurement Title: RFP#19/31/P

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

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

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

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 14:03 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 # **3200483**

Contractor: **Interfaith Community Shelter**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0593**

Increase/(Decrease) Amount $ **450,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

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

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 14:03 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 13:51 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

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

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

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

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200483

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

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

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$450,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00)

per unduplicated person served for Tier I services in FY22 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Interfaith Shelter
Joseph Jordan-Berenis
Joseph Jordan-Berenis (Jul 23, 2021 11:44 EDT)
Joseph Jordan-Berenis, Interim Executive Director
NAME & TITLE

Date: Jul 23, 2021
CRS# 03-194010-00-2
Business Reg. No. 22294

ATTEST:

KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 08:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 28, 2021

CONTRACTOR:
Interfaith Shelter

NAME & TITLE
JOSEPH JORDAN-BERENIS, EXECUTIVE DIRECTOR

Date: 1/12/20

CRS# Exempt

Business Reg.# 222294

ATTEST:

Kristine Mihelcic (May 28, 2021 15:35 MDT)

KRISTINE MIHELCIC CITY CLERK

GB MTG 05/26/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 28, 2021 15:22 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0593

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **INTERFAITH COMMUNITY SHELTER GROUP, INC.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☒ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 10 unduplicated adult individuals and/or families x $150.00 per individual adult/family.

   b. Safety net services to minimum of 900 unduplicated adult individuals and/or families x $165.00 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # of bed nights; # of meals; # of showers; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$300,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY20 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY21 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross

receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Non-Collusion.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

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 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.

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

21. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

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

receives notice thereof, notify the legal counsel of the City.

24. 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

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 express and 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:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Interfaith Community Shelter Group, Inc., PO BOX 22653, joe@interfaithsheltersf.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Interfaith Community Shelter Group, Inc.,

NAME: JOSEPH JORDAN-BERENS
TITLE: EXECUTIVE DIRECTOR

DATE: 7/1/2019

CRS# EXEMPT
REGISTRATION# 19-00045983

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Business Registration - Standard

Expiration Date: March 25, 2022

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2185709	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2185709	11/1/2020	11/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		63790.112	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Each Occurrence	1,000,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Aggregate	2,000,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter

Procurement Title: RFP#19/31/P

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

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

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

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 14:03 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 # **3200483**

Contractor: **Interfaith Community Shelter**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0593**

Increase/(Decrease) Amount $ **450,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

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

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 14:03 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 13:51 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

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

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for approval of Amendment No. 2 to contract #19-0587 for La Familia Medical Center to increase compensation an additional $75,000.00 for FY22 Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7g Request for approval of Amendment No. 2 to contract #19-0587 for La Familia Medical Center to increase compensation an additional $75,000.00 for FY22 Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

---

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0587 for La Familia Medical Center to increase compensation an additional $75,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200585

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

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

CITY OF SANTA FE
AMENDMENT No. 2 TO
GOOD AND SERVICES AGREEMENT
#19-0587

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE GOODS AND SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and LA FAMILIA MEDICAL CENTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide safety net services to adult's ages 18+.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, of the Agreement is hereby amended to increase the compensation, so that Article 3 reads in its entirety as follows:

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

FY22: Unduplicated People Served 275 x $272.73 (annual per person rate) = $75,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$225,000.00] including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
La Familia Medical Center

Chief Executive Officer
NAME & TITLE

Date: Jul 22, 2021
CRS# 01-781278-00-0
Business Reg. No. 55210

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 09:18 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1
TO
PROFESSIONAL SERVICES
AGREEMENT
#19-0587

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and LA FAMILIA MEDICAL CENTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR
Date: Aug 5, 2021

CONTRACTOR:
La Familia Medical Center

JAY P. JOLLY, CHIEF EXEC. OFFICER
Date: January 19, 2021
CRS# Exempt
Business Reg# 21-00055210
BUSINESS LICENSE# 55210

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 6, 2021 10:04 MDT)
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:
GB MTG 04/28/2021

Marcos Martinez
Marcos Martinez (Jan 13, 2021 15:27 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:
Mary McCoy

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0587

CITY OF SANTA FE

GOODS AND SERVICES
Tier I: Safety Net Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **LA FAMILIA MEDICAL CENTER** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

b. "You" and "your" refers to **(LA FAMILIA MEDICAL CENTER).** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

d. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

e. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

f. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

g. Unemployment: the circumstance of being without a paid job while available to work.

h. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

i. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

Funding Category/Goal Area	Indicators
☒ Adult Health	☒ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐% Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

2) Safety net services to City of Santa Fe resident's ages 18+.

3) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee, which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

4) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of referrals and number of clients served.

5) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.

6) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # of adult patients enrolled in CENA program, # or % of those enrolled in the diabetes prevention program having Hemoglobin A1C of over 9.0% after 6 months in the program; # or % of patients of all diabetics enrolled with good control of DM (under 8 hgb A1C) after 6 months in the program; and

2) # or % of clients referred to La Familia CENA from outside agencies; and

3) # or % of CENA enrolled patients screened by the social needs screening tool.

C. *Deliverables:*

1) Provide Obesity and Diabetes Prevention programming to a minimum of 275 unduplicated adult individuals and/or families x $272.73 per individual adult/family.

2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. **Compensation**

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

Deliverable item:

FY20: Unduplicated People Served 275 x $272.73 (annual per person rate) = $75,000.00 (Total Contract Amount)

FY21: Unduplicated People Served 275 x $272.73 (annual per person rate) = $75,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$150,000] including New Mexico gross receipts tax.

4. **Payment Provisions**

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

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

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

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30th 2021** The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

15. **Commercial Warranty**

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

16. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

17. **Records and Financial Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

18. **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.

19. **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.

20. **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.

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,

during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

22. **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.

23. **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.

24. **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.

25. **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.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **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

28. **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.

29. **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.

30. **Incorporation by Reference and Precedence**

A. 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.

B. 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.

31. **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.

32. **Inspection**

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

33. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

34. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

35. **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.

36. **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.

37. **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.

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

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

any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

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

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

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

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

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

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

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

39. **Survival**

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

40. **Disclosure Regarding Responsibility**

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

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

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

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

of this Agreement.

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

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

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

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

42. **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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [La Familia Medical Center, 1035 Alto Street, wjohnson@lfmctr.org].

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

To the Contractor: [La Familia Medical Center, 1035 Alto Street, wjohnson@lfmctr.org].

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.

43. **Succession**

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

44. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B.

Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
La Familia Medical Center

NAME: Deborah Weiss
TITLE: President, Board of Directors LFMC

DATE: 7/2/19

CRS#EXEMPT
REGISTRATION # 19-00055210

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR AM

22763.510400
Business Unit Line Item

LAFAMIL-01 GLEANDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/6/2021

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

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

PRODUCER Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME: Gina Leander PHONE (A/C, No, Ext): (312) 595-8186 FAX (A/C, No): (312) 595-4249 E-MAIL ADDRESS: gina.leander@alliant.com
INSURED La Familia Medical Center PO Box 5395;1035 Alto Street Santa Fe, NM 87502-5395	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Redwood Fire and Casualty Insurance Company — 11673 INSURER C : Columbia Casualty Company — 31127 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PHPK2294972	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY			PHPK2294972	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB — X OCCUR EXCESS LIAB — CLAIMS-MADE DED X RETENTION $ 10,000			PHUB775074	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LAWC218915	7/1/2021	7/1/2022	X PER STATUTE — OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liab			HMA6078701760	7/1/2021	7/1/2022	see below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"Gap" Professional Liability-Medical; Claims Made; Retroactive Date: 06/05/1996
$1,000,000 Each Claim; $3,000,000 Aggregate; $10,000,000 Policy Aggregate

RE: Agreement with the City for Cares Act Funding
The following are added as Additional Insured under General Liability when required by written contract or agreement with regard to above referenced-City of Santa Fe.
General Liability shall be Primary/Non-Contributory in favor of Additional Insured. 30 Day Cancellation Notification to Certificate Holder.

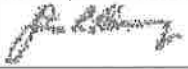
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: LA FAMILIA MEDICAL CENTER
DBA: LA FAMILIA MEDICAL CENTER

Business Location: 1035 ALTO ST
SANTA FE , NM 87501

CRS Number: 01-781278-00-0

Owner: LA FAMILIA MEDICAL CENTER

License Number: 55210

License Type: Business License - Renewable

Issued Date: January 21, 2021

Classification: Business Registration - Standard

Expiration Date: January 21, 2022

Fees Paid: $35.00

LA FAMILIA MEDICAL CENTER
PO BOX 5395
SANTA FE, NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: La Familia Medical Center

Procurement Title: RFP#19/31/P

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

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

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

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 15:57 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 # **3200585**

Contractor: **La Familia Medical Center**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Goods and Services Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0587**

Increase/(Decrease) Amount $ **225,000.00**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

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

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Dunaway (Aug 23, 2021 15:57 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment was inadvertently issued by the department only to extend - did include increase to compensation for FY 22.

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 14:51 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions:

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

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for approval of Amendment No. 2 to contract #19-0592 for the LifeLink to increase compensation an additional $70,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $210,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7h Request for approval of Amendment No. 2 to contract #19-0592 for the LifeLink to increase compensation an additional $70,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $210,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0592 for the LifeLink to increase compensation an additional $70,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $210,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200493

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

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

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0592

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and THE LIFE LINK (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$210,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eight hundred dollars ($800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars ($165.00) per

unduplicated person served for Tier I services in FY22 for up to a total of seventy thousand dollars ($70,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
The Life Link

_____
CEO
NAME & TITLE

Date: Jul 23, 2021
CRS# _____
Business Reg. No._____

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 10:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0592

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and THE LIFE LINK (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

1) THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN M WEBBER, MAYOR

Date: May 14, 2021

CONTRACTOR:
The Life Link

CEO
NAME & TITLE

Date: 2/4/21

CRS: EXEMPT
REGISTRATION #19-00029352
BUSINESS LICENSE# 29352

ATTEST:

KRISTINE MIHELCIC, CITY CLERK XIV
GM MTG 04/28/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 27, 2021 08:16 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 14, 2021 10:47 MDT)
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

File # 19-0592

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **THE LIFE LINK** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 50 unduplicated adult individuals and/or families x $800.00 per individual adult/family.

   b. Safety net services to minimum of 100 unduplicated adult individuals and/or families x $300.00 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious

food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % referred to housing or received housing-related assistance; # or % who accomplished specific goals related to housing; # or % clients obtaining house; # of clients staying in housing after 30 days; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$140,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eight hundred dollars ($800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars ($300.00) per unduplicated person served for Tier I services in FY20 for up to a total of seventy thousand dollars ($70,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eight hundred dollars ($800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars ($300.00) per unduplicated person served for Tier I services in FY21 for up to a total of seventy thousand dollars ($70,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the

City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Non-Collusion.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

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 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.

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

21. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

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

24. 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.

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 express and 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:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [The Life Link, 2325 Cerrillos Road, drdebernardi@thelifelink.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th

quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
The Life Link

NAME: Michael DeBernardi
TITLE: CEO

DATE: 6/29/19

CRS# EXEMPT
REGISTRATION# 19-00029352

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5.29.2019

APPROVED AS TO FORM:

Andrea Salazar
for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: LIFE LINK THE
DBA: LIFE LINK THE

Business Location: 2325 CERRILLOS RD
SANTA FE , NM 87502

Owner: LIFE LINK THE

License Number: 29352

Issued Date: January 15, 2021

Expiration Date: January 15, 2022

CRS Number: 02-097780-00-8

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

LIFE LINK THE
PO BOX 6094
SANTA FE , NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2020

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Marcella Nellist **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mnellist@danielsinsuranceinc.com
INSURED (505) 438-0010 The Life Link P.O. Box 6094 Santa Fe NM 87505	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insuran — 18058 **INSURER B :** New Mexico Premier Insurance C — 13675 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28916 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			PHPK2197185	11/01/2020	11/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:						Empl Benefits Liab	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			PHPK2197185	11/01/2020	11/01/2021	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6145.131	11/27/2020	11/27/2021	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Services			PHPK2197185	11/01/2020	11/01/2021	$3,000,000 Aggregate	$ 1,000,000
								$

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

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200493**

Contractor: **LifeLink**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0592**

Increase/(Decrease) Amount $ **210,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

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

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 12:29 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend to extend - An amendment was done for only for compensation prior to July 1, 2021- Correcting extension

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 11:24 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: The Life Link

Procurement Title: RFP#19/31/P

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

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

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

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 12:29 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.

*

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for approval of a professional services contract for a total amount of $376,000.00 for a four (4) year contract to Aspen Solutions, LLC to provide program evaluation using a Results Based Accountability framework for the grantees of the Human Services Committee and Children and Youth Commission (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7n Request for approval of a professional services contract for a total amount of $376,000.00 for a four (4) year contract to Aspen Solutions, LLC to provide program evaluation using a Results Based Accoutability framework for the grantees of the Human Services Committee and Children and Youth Commission (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Aspen Solutions, LCC

Procurement Title: Youth and Adult Contracts Data Project (RFP 22/01/P)

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

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

Department Requesting Community Health and Safety Staff Name Julie Sanchez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julie Sanchez | Youth and Family Services, Division Director | 08/23/21

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

Fran Dunaway

Fran Dunaway (Aug 31, 2021 11:31 MDT)

Chief Procurement Officer | Aug 31, 2021

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

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

*

City of Santa Fe, New Mexico
Memorandum

DATE: **August 23, 2021**

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

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

---

ITEM AND ISSUE:
Request for approval of a professional services contract for a total amount of $376,000.00 for a four (4) year contract to Aspen Solutions, LLC to provide program evaluation using a Results Based Accountability framework for the grantees of the Human Services Committee and Children and Youth Commission. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 505-955-6678)

BACKGROUND AND SUMMARY:
The Children and Youth Commission and Human Services Committee are funding grantees to be part of CONNECT, a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health. The vision of CONNECT is for all residents of Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being.

Results-Based Accountability (RBA) is a disciplined way of thinking and acting to improve entrenched and complex social problems. Communities use this discipline to improve the lives of children, youth, families and adults. RBA is used by the City of Santa Fe's organizations to improve the effectiveness of these types of programs.

RBA is the use of data-driven, decision-making process to help communities and organizations get beyond talking about problems to implementing 'actions' to solve problems within communities. The population versus performance distinction is what separates RBA from all other frameworks. It is important to understand because it determines who is responsible for what. Population accountability organizes our work with co-equal partners to promote community well-being. In contrast, Performance Accountability organizes our work to have the greatest impact on City communities.

By integrating RBA with CONNECT, the City will be able to measure outcomes on a range of important community health needs, from youth suicide prevention to providing permanent housing for chronically homeless individuals and the grantees will see their program impacts too.

As part of the contract, Aspen Solutions will be providing the following services for the City and its contracted grantees (for all listed deliverables and scope of service see attached PSA):

A. Develop target outcomes using the Results Based Accountability (RBA) framework which are in line with Children and Youth Commission and Human Services Committee's Key

Indicators; and assist with input into a data collection/reporting system;

B. As needed, participate in Unite Us meetings on network standards, data collection and inputting data into city designated software system;
C. Provide feedback on CONNECT navigation protocols, and network standards to increase grantee data collection and reporting success;
D. As necessary, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.
E. Develop and revise, as needed a data collection template that synchronizes with the city designated software system.
F. Produce bi-annual fact sheets/data snapshots highlighting grantee quantitative and qualitative data, outcomes, and challenges.
G. Produce a fiscal year-end data report to present to the HSC and CYC and other stakeholders.
H. Present final RBA template, data collection protocols/standards and training curriculum, to the Human Services Committee, Children and Youth Commission and when appropriate, the City of Santa Fe Governing Body and Council Committees.

PROCUREMENT METHOD:
On June 24, 2021 RFP 22/01/P was released. The evaluation committee evaluated two (2) proposals and determined that Aspen Solutions, LLC was the best candidate.

CONTRACT NUMBER:
The FY22-FY25 Munis contract number is 3202939.

The contract will end June 30th 2025.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Children and Youth/Fund 256/Human Services/Fund 240
Munis Org Name/Number: Children and Youth/2560122/Human Services/2400122
Munis Object Name/Number: Other Consulting /510340/ Other Consulting/510340
Amounts: 2560122.510340 ($188,000.00)/2400122.510340 ($188,000.00)

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

Signature: Kyra Ochoa
Kyra Ochoa (Aug 25, 2021 09:40 MDT)

Email: krochoa@santafenm.gov

The City of Santa Fe
AND
Community Services Department
Youth and Family Services Division

REQUEST FOR PROPOSALS (RFP)

Youth and Adult Contractors Data Project

RFP#
22/01/P

RFP Release Date: June 24, 2021
Proposal Due Date: July 22, 2021

ELECTRONIC-ONLY PROPOSAL SUBMISSION

I. INTRODUCTION **5**

A. PURPOSE OF THIS REQUEST FOR PROPOSALS *5*
B. BACKGROUND INFORMATION *5*
C. SCOPE OF WORK: *5*
D. SCOPE OF PROCUREMENT *6*
E. PROCUREMENT MANAGER *7*
F. PROPOSAL SUBMISSION *7*
G. DEFINITION OF TERMINOLOGY *7*
H. PROCUREMENT LIBRARY *10*

II. CONDITIONS GOVERNING THE PROCUREMENT **11**

A. SEQUENCE OF EVENTS 11
B. EXPLANATION OF EVENTS 11
1. Issue RFP *11*
2. Acknowledgement of Receipt Form *12*
3. Pre-Proposal Conference *12*
4. Deadline to Submit Written Questions *12*
5. Response to Written Questions *13*
6. Submission of Proposal *13*
7. Proposal Evaluation *13*
8. Selection of Finalists *13*
9. Oral Presentations *14*
10. Finalized Contractual Agreements *14*
11. Contract Awards *14*
12. Protest Deadline *14*
C. GENERAL REQUIREMENTS 15
1. Acceptance of Conditions Governing the Procurement *15*
2. Incurring Cost *15*
3. Prime Contractor Responsibility *15*
4. Subcontractors/Consent *15*
5. Amended Proposals *15*
6. Offeror's Rights to Withdraw Proposal *15*
7. Proposal Offer Firm *16*
8. Disclosure of Proposal Contents *16*
9. No Obligation *16*
10. Termination *16*
11. Sufficient Appropriation *16*
12. Legal Review *17*
13. Governing Law *17*
14. Basis for Proposal *17*
15. Contract Terms and Conditions *17*
16. Offeror's Terms and Conditions *18*
17. Contract Deviations *18*
18. Offeror Qualifications *18*
19. Right to Waive Minor Irregularities *18*
20. Change in Contractor Representatives *18*
21. Notice of Penalties *18*
22. Department Rights *18*
23. Right to Publish *18*
24. Ownership of Proposals *19*
25. Confidentiality *19*
26. Electronic mail address required *19*

27. Use of Electronic Versions of this RFP *19*
28. Campaign Contribution Disclosure Form *19*
29. Letter of Transmittal *19*
30. Disclosure Regarding Responsibility *20*
31. Local Preferences *21*

III. RESPONSE FORMAT AND ORGANIZATION **23**

A. NUMBER OF RESPONSES 23
B. NUMBER OF COPIES 23
1. ELECTRONIC SUBMISSION ONLY Responses *23*
C. PROPOSAL FORMAT 24
1. Proposal Content and Organization *24*

IV. SPECIFICATIONS **25**

A. DETAILED SCOPE OF WORK 25
B. TECHNICAL SPECIFICATIONS 26
1. Organizational Experience *26*
2. Organizational References *26*
3. Desirable Specification *27*
C. BUSINESS SPECIFICATIONS 27
1. Letter of Transmittal Form *27*
2. Campaign Contribution Disclosure Form *27*
3. Cost *27*
4. Local Preference *27*

V. EVALUATION **28**

A. EVALUATION POINT SUMMARY 28
B. EVALUATION FACTORS 28
1. B.1 Organizational Experience (See Table 1) 40 Points *28*
2. B.2 Organizational References (See Table 1) 30 Points *28*
3. B.3 Desirable Specifications 10 Points *29*
4. C.1 Letter of Transmittal (See Table 1) *29*
5. C.2 Campaign Contribution Disclosure Form (See Table 1) *29*
6. C.3 Cost (See Table 1) 20 Points *29*
7. C.4. Local Preferences *29*
C. EVALUATION PROCESS 30

APPENDIX A **31**

ACKNOWLEDGEMENT OF RECEIPT FORM **31**

APPENDIX B **33**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM **33**

APPENDIX C **37**

COST RESPONSE FORM **37**

APPENDIX D **39**

LETTER OF TRANSMITTAL FORM **39**

APPENDIX E **41**

ORGANIZATIONAL REFERENCE QUESTIONNAIRE **41**

APPENDIX F **45**

NON-COLLUSION AFFIDAVIT **45**
APPENDIX G **47**
CONFLICT OF INTEREST **47**
APPENDIX H **50**
LIVING WAGE ORDINANCE **50**
APPENDIX I **52**
DRAFT CONTRACT **52**

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional services for program evaluation using a Results Based Accountability framework.

B. BACKGROUND INFORMATION

Results-Based Accountability (RBA) is a disciplined way of thinking and acting to improve entrenched and complex social problems. Communities use this discipline to improve the lives of children, youth, families and adults. RBA is used by the City of Santa Fe's organizations to improve the effectiveness of these types of programs.

RBA is the use of data-driven, decision-making process to help communities and organizations get beyond talking about problems to implementing 'actions' to solve problems within communities. The population versus performance distinction is what separates RBA from all other frameworks. It is important to understand because it determines who is responsible for what. Population accountability organizes our work with co-equal partners to promote community well-being. In contrast, Performance Accountability organizes our work to have the greatest impact on City communities.

Results-Based Accountability (RBA) improves the lives of children, families, and communities and the performance of programs by the following:

- Assists City Programs to implement talk to action, quickly;
- RBA is a simple, common sense process that all diversities can understand;
- Helps committee groups to surface and challenge assumptions that can be barriers to innovation;
- Builds collaboration and consensus in committee based programs;
- Uses data and transparency to ensure accountability for both the well-being of people and the performance of programs.

Creating Community Impact with RBA:
In RBA, these conditions of well-being are referred to as results or outcomes in Community impact which focuses on the conditions of well-being for: children, families and communities that a group of leaders are working to improve. For example: "Residents with good jobs," "Children ready for school," or "A safe and clean neighborhood". For communities, the measurements are known as community indicators and are usually collected by public agencies. A community wanting to have residents with good jobs may look at "turning the curve" on the unemployment rate.

Performance Accountability:
Organizations and programs can only be held accountable for the customers they serve. RBA helps organizations identify the role they play in community-wide impact by identifying specific customers who benefit from the services the organization provides. For programs and organizations, the performance measures focus on whether customers are better off as a result of your services. These performance measures also look at the quality and efficiency of these services.

C. SCOPE OF WORK:

The City of Santa Fe Youth and Family Services Division is soliciting proposals from data experts, evaluators, trainers, or other professionals in the field of Children, Youth and Adults.

The request is to engage a contractor for one, four year award in the area of Results Based Accountability Program Evaluation, Data Collection, Analysis, and Reporting to assist nonprofit grantee organizations contracted by the Children and Youth Commission and Human Services Committee for the City of Santa Fe. The contractor will train contractors on system for tracking, reporting and analyzing data using a city designated software system (currently Unite Us an on-line referral management platform) and other data reporting tools as recommended.

The contractor will have a broad view of the needs and programs serving Children, Youth and Adults in our community and specialized experience in data collection methodologies, evidence based practices and fidelity assessments (developmental, process, outcome). The successful candidate will also understand the importance of ensuring confidentiality, transparency and dissemination. The goal is to provide a streamlined system which will provide the Children and Youth Commission and the Human Services Committee the ability to collect, analyze and report the impact of funding allocated to nonprofit grantee organizations.

1. Contractor shall have professional liability insurance naming the City of Santa Fe as the binder and will be furnished at time of award.
2. Contractor will maintain an up to date Santa Fe Business license which will be requested at time of award.
3. The contractor will be able to facilitate agency collaboration and partnerships to increase outcomes.
4. It is required that the contractor selected shall possess the ability to analyze complex, evolving human environments and apply principals of CQI (Continuous Quality Improvement): assessment, planning, action and evaluation. Through references from other projects the contractor will have demonstrated strong interpersonal skills, and be experienced and comfortable working with diverse socioeconomic and cultural groups.
5. The contractor shall be experienced in data mining, developing data systems, conducting user testing, information design and infographics. Ability to synthesize and present data and information that is easily understood by nonprofit agencies, the Committee and Commission, and the general public is also required.
6. The contractor will be familiar with and able to analyze and recommend a cost reimbursement amount for navigation services across multiple agencies.
7. The contractor will be asked to participate in Commission and Committee Meetings and report on the status of the data project.
8. The contractor shall be able to conduct trainings to large groups of agencies and stakeholders.

D. SCOPE OF PROCUREMENT

The resulting contract will be a single award for four years.

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

E. PROCUREMENT MANAGER

The Youth and Family Services Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Julie Sanchez, Procurement Manager
Telephone: (505) 955-6678
Email: jjsanchez@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

F. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

G. DEFINITION OF TERMINOLOGY

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

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. "**Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

16. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

17. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

18. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

21. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

22. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

23. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s)s .

24. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

25. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

26. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

27. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

28. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

29. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

30. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

31. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

32. "**State (the State)**" means the State of New Mexico.

33. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

34. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

35. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

H. PROCUREMENT LIBRARY

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

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

Other relevant links:
https://www.santafenm.gov/connect
https://uniteus.com

The data project will be based on the indicators and priorities outlined by the Children and Youth Commission (https://www.santafenm.gov/children_and_youth_commission) and the Human Services Committee (https://www.santafenm.gov/human_services_committee)

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	June 25, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	July 5, 2021
3. Pre-Proposal Conference	Requesting Department	July 6, 2021 at 3:00pm
4. Deadline to submit Written Questions	Potential Offerors	July 7, 2021
5. Response to Written Questions	Procurement Manager	July 9, 2021
6. Submission of Proposal	***Potential Offerors***	***July 22, 2021***
7.* Proposal Evaluation	Evaluation Committee	July 23, 2021 to July 30, 2021
8.* Selection of Finalists	Evaluation Committee	August 1, 2021
9.* Finalize Contractual Agreements*	Requesting Department/Finalist Offerors	August 3, 2021 to August 7, 2021
10.* Contract Awards*	Requesting Department/Finalist Offerors	August 8, 2021
11.* Protest Deadline*	Central Purchasing Office	15 days from date of award

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of The City Youth and Family Division, Community Services Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

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

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

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at <July 6th, 2021 at 3:00pm> MST/MDT via <Zoom>.
< https://santafenm-gov.zoom.us/j/92569756880?pwd=Z0hpWnlaODJqbnJFa0FQY2NZZVNzUT09

Meeting ID: 925 6975 6880
Passcode: 249057
One tap mobile
+13462487799,,92569756880#,,,,*249057# US (Houston)
+16699006833,,92569756880#,,,,*249057# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
Meeting ID: 925 6975 6880
Passcode: 249057
Find your local number: https://santafenm-gov.zoom.us/u/ab77Tirmmg>

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

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

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 3:00PM MST/MDT as indicated in

Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

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

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

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

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be Offerors comprised of the three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, and Section IV.B.3 Organizational References,. >

9. Oral Presentations

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

10. Finalized Contractual Agreements

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

11. Contract Awards

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

12. Protest Deadline

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

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

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Department Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

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

28. Campaign Contribution Disclosure Form

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

29. Letter of Transmittal

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

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);

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

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

30. Disclosure Regarding Responsibility

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

   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or
      c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

   3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

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

31. Local Preferences

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

1. Local Preference Qualification

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

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

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

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

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

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

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

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) ELECTRONIC version of the requisite proposals as **unredacted** (def. Section I.F.34) versions for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.25) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

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

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6. The RFP number, title and due date must be in the "Subject" line of the email.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

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

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

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

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

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

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The project is to assist nonprofit grantee organizations contracted by the Children and Youth Commission and Human Services Committee for the City of Santa Fe in the area of Results Based Accountability (RBA) Program Evaluation, data collection, analysis, and reporting. The contractor will develop program and organization specific RBA measures with contractors and train contractors on tracking, reporting and analyzing data using the City's designated software system and other data reporting tools.

The contractor will have a broad view of the needs and programs serving Children, Youth and Adults in our community and specialized experience in data collection methodologies, evidence based practices and fidelity assessments (developmental, process, outcome). The successful candidate will also understand the importance of ensuring confidentiality, transparency and dissemination. The goal is to continue to provide a unified approach for organizations to collect, track and report data which will provide the Children and Youth Commission and the Human Services Committee the ability to collect, analyze and report the impact of funding allocated to nonprofit grantee organizations. Billing/invoicing and reporting on services is requested quarterly.

The work includes but is not limited to;

1. Meet with grantees to conduct an analysis of current data collection, reporting and use of the Unite Us platform as an on-line referral management system and collection and analysis of data from the Unite Us dashboard;

2. Providing training and ongoing support to grant contracted organizations with inputting data and submitting quarterly reporting for their funded program, as well as other grantee identified needs;

3. Review quarterly data reports and develop a quarterly fact sheet highlighting grantee quantitative and qualitative data, outcomes, challenges;

4. Conduct a basic reimbursement rate analysis with recommendations to standardize navigation rates for navigation services to contracted agencies;

5. As requested, participate in and provide updates to the Human Services Committee and Children and Youth Commission and other municipal committees;

6. As needed, assist the Human Services Committee and Children and Youth Commission with development of data collection priorities using local, state or regional data as part of the annual strategic planning process;

7. Develop target outcomes using the RBA framework which are in line with Children and Youth Commission and Human Services Committee's Key Indicators; and develop a uniform data collection and reporting form for RBA metrics;

8. If necessary, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.

9. Attend meetings with City staff and community stakeholders, as needed.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) provide a brief description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of data collection, analysis and evaluation of HSC and CYC funded organizations using Results Based Accountability framework. Provide a description of your experience if any of using the Unite Us on-line referral management platform. Provide a list of software applications and survey tools that you use on a regular basis. All data collection, analysis and evaluation provided to private sector will also be considered;

b) provide a resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the lead evaluator and/or project manager or other role of leadership to fulfill the data project. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) describe at least two project successes and failures of program evaluation using Results Based Accountability principles. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware); including use of Unite Us on-line referral management platform
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must <u>not</u> return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

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

3. Desirable Specification

1. Provide a detailed explanation and documentation of a Master Degree in a relevant discipline (education, psychology, epidemiology, etc.), and qualify for local preference, and describe a familiarity with partnering with local private and community foundations, government agencies, and non-profits in the areas of: physical and behavioral health; education; youth development; and research, data and technology.
2. Provide a detailed explanation of the familiarity with local agencies and social issues of the community.
3. Explain the training received on the Results Based Accountability and the experience using RBA as an evaluation framework.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by an hourly rate for contractual services as defined by the scope of work.

4. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors *(Correspond to section IV.B and IV C)*	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	40
B. 2. Organizational References	30
B. 3. Desirable Specification	10
C. Business Specifications	
C. 1. Letter Of Transmittal	Pass/Fail
C. 2. Campaign Contribution Disclosure Form	Pass/Fail
C. 3. Cost	20
TOTAL POINTS AVAILABLE	**100**
C. 4. City of Santa Fe Local Preference per Section IV C. 2	**3**
C. 4. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**6**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1) 40 Points

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (See Table 1) 30 Points

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all

members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3 Desirable Specifications 10 Points

Evaluation of Desirable Specifications should be outlined in a resume or bio based on the criteria outlined in Section IV. B. 4.

4. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

6. C.3 Cost (See Table 1) 20 Points

The evaluation of each Offeror's cost proposal will be conducted using the following formula: The first year's total budget will be used to calculate Cost score

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

7. C.4. Local Preferences

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

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

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

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

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

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

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL
Youth and Adult Contractor
Data Project
22/01//P
ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00pm MST/MDT on July 5th, 2021>. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: **Youth and Adult Contractor Data Project, RFP # 22/01//P**

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services

provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

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

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

COST RESPONSE FORM

APPENDIX C
COST RESPONSE FORM

Contractor will invoice for contractual services defined by the Scope of Work. Invoices will be submitted on a quarterly basis.

Description	**Type**	**Quantity**	**Cost**
Attending meetings	Hourly Rate		
Trainings	Per Training		
Review Reports	Hourly		
Reimbursement Rate Analysis	Hourly		
Develop Data Collection Priorities	Hourly		
Develop Target outcome using RBA	Hourly		
Assist Non-Profit Grantees	Hourly		
Misc			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (09/01/2021 thru 06/30/2022) Price: $ _____

Option Year 2: (07/01/2022 thru 06/30/2023) Price: $ _____

Option Year 3: (07/01/2023 thru 06/30/2024) Price: $ _____

Option Year 4: (07/01/2024 thru 06/30/2025) Price: $ _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D
Letter of Transmittal Form

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

RFP#: 22/01/P

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

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

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

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

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

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

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

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

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

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

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing@santafenm.gov by 3:00pm MST/MDT on July 22, 2021 for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 22/01/P
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____
(Name of Offeror)

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

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

Forms must be submitted no later than 3:00pm MST/MDT on July 22, 2021**,** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager** at Julie Sanchez jjsanchez@santafenm.gov, (505) 955-6678. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware); Unite Us platform, Results Based Accountability framework	

QUESTIONS:

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

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

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

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

   COMMENTS:

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

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

   COMMENTS:

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

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

   COMMENTS:

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

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

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

APPENDIX F

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

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

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX G

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

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

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

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

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

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

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded **Youth and Adult Contractor Data Project**. For the duration of this firm's involvement in the **Youth and Adult Contractor Data Project** contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the **Youth and Adult Contractor Data Project** contract.

I certify that this firm will keep all **Youth and Adult Contractor Data Project** contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the **Youth and Adult Contractor Data Project** contract. I understand that if this firm leaves this **Youth and**

Adult Contractor Data Project contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the **Youth and Adult Contractor Data Project** contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the **Youth and Adult Contractor Data Project** contract confidential information has or intends to disclose that information in violation of this agreement.

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

Company Name:
_____

Authorized Representative/Title:
_____

Phone Number:
_____

Fax Number:
_____

E-mail Address:
_____

Signature:
_____

Date:
_____
____

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

APPENDIX H

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

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

$12.32 PER HOUR

Santa Fe's Living Wage

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

Who is Required to Pay the Living Wage?

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

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

APPENDIX I

DRAFT CONTRACT

The Draft Contract must be as complete as possible; including all City/Federal Terms and Conditions, Detailed Scope of Work, Definitions, etc. This does not preclude the City from negotiating the final contract terms and conditions upon award.

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

City of Santa Fe, New Mexico
Memorandum

DATE: August 11, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Julie Sanchez, Procurement Manager
Community Services Department; Youth and Family Services Division

SUBJECT: Evaluation Committee Report, Youth and Adult Contractors Data Project
RFP # 22/01/P

In accordance with the Request for Proposals for the Youth and Adult Contractors Data Project issued [June 25, 2021], two (2) responses were submitted from the following Offerors: Aspen Solutions LLC and JDM Analytics and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Brian Serna, Chair, Human Services Committee, City of Santa Fe
Tres Hunter Schnell, Vice Chair, Human Services Committee, City of Santa Fe
Richard Lindahl, Chair, Children and Youth Commission, City of Santa Fe
Jennifer Romeo, Vice Chair, Children and Youth Commission, City of Santa Fe
George Carrasco, Youth and Family Services Project Administrator, City of Santa Fe

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- July 22nd 2021: RFP 22/01/P closed
- July 23rd 2021: Proposals were received electronically from the Central Purchasing Office
- July 23rd 2021: Proposals were sent to the Evaluation Committee electronically for review
- August 3rd 2021: Evaluation Committee met via Zoom to review duties and RFP process, and to score Offeror technical proposal(s).
- August 10th 2021: Offeror cost was sent out electronically for review

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (40 Total Points)

	Aspen Solutions	JDM Analytics
Offeror Points	**39.6**	**19.8**

Organizational Experience

Specifications:

Offeror **must**:

a) provide a brief description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe

how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of data collection, analysis and evaluation of HSC and CYC funded organizations using Results Based Accountability framework. Provide a description of your experience if any of using the Unite Us on-line referral management platform. Provide a list of software applications and survey tools that you use on a regular basis. All data collection, analysis and evaluation provided to private sector will also be considered;

b) provide a resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the lead evaluator and/or project manager or other role of leadership to fulfill the data project. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) describe at least two project successes and failures of program evaluation using Results Based Accountability principles. Include how each experience improved the Offeror's services.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Aspen Solutions

The Evaluation Committee awarded Aspen Solutions 39.6 points based on the Offeror's response. Aspen Solutions demonstrated in their proposal that they have extensive experience addressing RBA in training, application and reporting. Examples of working with Counties, Local Public Bodies, local Tribes and State Agencies were provided that included examples of RBA and the reports along with an outline of work with agencies. Examples and a description of working with the Unite Us platform and instances of training grantees at both the State and Local level were provided. The Bios were thorough and shared relevant experience and are highly qualified. There were great examples of project successes and failures and how those helped improve the Offerors services.

JDM Analytics

The Evaluation Committee awarded JDM Analytics 19.6 points based on the Offeror's response. JDM Analytics provided detail of his work with the State of Oklahoma. There is was not any mention of experience with any other State or with Cities or private sectors. The experience provided addressed his work on collecting data, data systems, experience with ICWA and research. The research with the Tribes was impressive. He has a great resume that provided information of his PhD.

He did admit he did not know about RBA until he did some research prior to submitting his response and this would be his first contract of this nature. The proposal was weak in describing at least 2 project successes and failures with no information on how those helped improve the Offerors services.

Section IV.B.2, Organizational References (30 Total Points)

	Aspen Solutions	JDM Analytics
Offeror Points	**30**	**27**

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;

b) Project description;

c) Project dates (starting and ending);

d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware); including use of Unite Us on-line referral management platform

e) Staff assigned to reference engagement that will be designated for work per this RFP; and

f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

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

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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

Aspen Solutions

The Evaluation Committee awarded Aspen Solutions 30 points based on the Offeror's response. Aspen Solutions had the required number of references submitted. The references were diverse, different and had explicit accounts that are similar to the scope of work.

JDM Analytics

The Evaluation Committee awarded JDM Analytics 27 points based on the Offeror's response. Committee JDM Analytics had the required references submitted, however, the references did not show enough experience in the requirements of the Scope of Work. One reference used acronyms without and definitions.

Section IV.B.5, Desirable Specifications (10 Total Points)

	Aspen Solutions	JDM Analytics
Offeror Points	**10**	**5.6**

Desirable Specifications

Specifications:

1. Provide a detailed explanation and documentation of a Master Degree in a relevant discipline (education, psychology, epidemiology, etc.), and qualify for local preference, and describe a familiarity with partnering with local private and community foundations, government agencies, and non-profits in the areas of: physical and behavioral health; education; youth development; and research, data and technology.

2. Provide a detailed explanation of the familiarity with local agencies and social issues of the community.

Explain the training received on the Results Based Accountability and the experience using RBA as an evaluation framework.

Evaluation Factors:

Evaluation of Desirable Specifications should be outlined in a resume or bio based on the criteria outlined in Section IV. B. 4.

Aspen Solutions

The Evaluation Committee awarded Aspen Solutions 10 points based on the Offeror's response. Aspen Solutions exceeds qualifications with a team that has similar degrees. They have a lot of experience and training with RBA and elaborated on those experiences. They stressed helping agencies and organizations improve their data collections in terms of RBA. They provided examples of their work.

JDM Analytics

The Evaluation Committee awarded JDM Analytics 5.6 points based on the Offeror's response. JDM Analytics provided documentation of an advanced degree (PhD) however, there was not any detail about familiarity with local agencies or social issues in the community. As mentioned above, JDM Analytics or social issues in the community. As mentioned above, JDM Analytics does not have experience with RBA.

City of Santa Fe, New Mexico

Memorandum

Section IV. C., Business Specifications

Section IV.C.1. Letter of Transmittal (Pass/Fail)

	Aspen Solutions	JDM Analytics
Pass/Fail	PASS	PASS

Specifications:

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	Aspen Solutions	JDM Analytics
Pass/Fail	PASS	PASS

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3. Costs (20 Total Points)

	Aspen Solutions	JDM Analytics
Offeror Points	15.5	20

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by an hourly rate for contractual services as defined by the scope of work.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula: The first year's total budget will be used to calculate Cost score

Lowest Responsive Offeror's Cost

---------- X Available Award Points

Each Offeror's Cost

Aspen Solutions

The Evaluation Committee awarded Aspen Solutions 15.5 points based on the Offeror's response.

$290,476.00

---------- X 20 = 15.5 points

$376,000.00

JDM Analytics

The Evaluation Committee awarded JDM Analytics 20 points based on the Offeror's response.

$290,476.00

---------- X 20 = 20 points

$290,476.00

Section IV.C.4, NM Preferences (3 or 6 Total Points)

	Aspen Solutions	JDM Analytics
NM Business Preference	**3**	**No**
NM Veterans Preference	**No**	**No**

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

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

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

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

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

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

Aspen Solutions

Offeror did submit NM Preference Certificate. Offeror was awarded three (3) additional points.

JDM Analytics

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points

Youth and Adult Contractors Data Project
RFP # 22/01/P **Evaluation Summary**

	Aspen Solutions	JDM Analytics
Section IV.B 1. Technical Specifications Organizational Experience (40 Points)	39.6	19.8
Section IV.B 2. Technical Specifications Organizational References (30 Points)	30	27
Section IV.B 5. Technical Specifications Desirable Specification (10 Points)	10	5.6
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	PASS	PASS
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	PASS	PASS
Section IV.C 3. Business Specifications Cost (20 Points)	15.5	20
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	3	NO
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	NO	NO
TOTAL POINTS AWARDED	**98.1**	**72.4**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contracts to perform the scope of work as outlined in the RFP Youth and Adult Contractors Data Project RFP #22/01/P to the one (1) proposal receiving the highest score along the natural point-break; Aspen Solutions; subject to agreement between the Community Services Department; Youth and Family Services Division and the selected Offerors. Awarding contracts to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval

Brian Serna — Aug 11, 2021
Evaluation Committee Member

Tres Hunter Schnell (Aug 12, 2021 14:12 MDT) — Aug 12, 2021
Tres Hunter Schnell
Evaluation Committee Member

Richard Lindahl (Aug 12, 2021 17:09 MDT) — Aug 12, 2021
Richard Lindahl
Evaluation Committee Member

Jennifer Romero — Aug 11, 2021
Evaluation Committee Member

George Carrasco (Aug 11, 2021 13:59 MDT) — Aug 11, 2021
George Carrasco
Evaluation Committee Member

Julie Sanchez (Aug 11, 2021 09:49 MDT) — Aug 11, 2021
Julie Sanchez
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway (Aug 17, 2021 12:18 MDT) — Aug 17, 2021
Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Item#_____
Munis Contract# 3202939

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **ASPEN SOLUTIONS, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   A. The work includes but is not limited to:
      1) Meet with grantees to conduct an analysis of current data collection, reporting and use of data software;
      2) Providing training and ongoing support to grant contracted organizations with inputting data and submitting quarterly reporting for their funded program, as well as other grantee identified needs;
      3) Review quarterly data reports and develop a quarterly fact sheet highlighting grantee quantitative and qualitative data, outcomes, challenges;
      4) Conduct a basic reimbursement rate analysis with recommendations to standardize navigation rates for navigation services to contracted agencies;
      5) As requested, participate in and provide updates to the Human Services Committee (HSC) and Children and Youth Commission (CYC) and other municipal committees;
      6) As needed, assist the Human Services Committee and Children and Youth Commission with development of data collection priorities using local, state or regional data as part of the annual strategic planning process;
      7) Develop target outcomes using the Results Based Accountability (RBA) framework which are in line with Children and Youth Commission and Human Services Committee's Key Indicators; and assist with input into a data collection/reporting system,
      8) As needed, participate in Unite Us meetings on network standards, data collection and inputting data into city designated software system;
      9) Provide feedback on CONNECT navigation protocols, and network standards to increase grantee data collection and reporting success;
      10) If necessary, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.
      11) Attend meetings with City staff and community stakeholders, as needed.

2. **Deliverables.**

A. In conjunction with CYC and HSC funded nonprofit organizations, develop targeted RBA performance measures and outcomes in line with key indicators and implement a data collection and reporting system within the nonprofit organization.

B. Develop and revise as needed a data collection template that synchronizes with the city designated software system.

C. Produce bi-annual fact sheets/data snapshots highlighting grantee quantitative and qualitative data, outcomes, and challenges.

D. Produce a fiscal year-end data report to present to the HSC and CYC and other stakeholders.

E. Present final RBA template, data collection protocols/standards and training curriculum, to the Human Services Committee, Children and Youth Commission and when appropriate, the City of Santa Fe Governing Body and Council Committees.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed based upon the SCOPE OF WORK and DELIVERABLES listed above, such compensation is not to exceed ($376,000.00), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($376,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty-two thousand dollars ($82,000.00) in (FY22) including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ninety-eight thousand dollars ($98,000.00) in (FY23) including gross receipts tax.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ninety-eight thousand dollars ($98,000.00) in (FY24) including gross receipts tax.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ninety-eight thousand dollars ($98,000.00) in (FY25) including gross receipts tax.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST

BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

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

4. Termination.

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

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

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to

the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

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

21. **Records and Financial Audit.**

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

22. **Indemnification.**

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

23. **New Mexico Tort Claims Act**

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

24. **Invalid Term or Condition.**

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

25. **Enforcement of Agreement.**

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

26. **Notices.**

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

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

To the Contractor: [Aspen Solutions, LLC, 4029 Painted Pony Circle, Santa Fe NM 87507, n.skogerboe@gmail.com]

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
Aspen Solutions LLC

NATALIE SKOGERBOE, OWNER & DIRECTOR

DATE: Aug 24, 2021

CRS# 03-240132-00-9
Registration# 224709

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 23, 2021 15:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2560122.510340 ($188,000.00)
2400122.510340 ($188,000.00)
Org./Org#

AJH
AJH

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ASPEN SOLUTIONS LLC
DBA: ASPEN SOLUTIONS LLC

Business Location: 300 PASEO DE PERALTA 210
SANTA FE, NM 87501

CRS Number: 03-240132-00-9

Owner: NATALIE SKOGERBOE

License Number: 224709

License Type: Business License - Renewable

Issued Date: January 19, 2021

Classification: Business Registration - Standard

Expiration Date: January 19, 2022

Fees Paid: $35.00

ASPEN SOLUTIONS LLC
300 Paseo De Peralta Suite 210
SANTA FE , NM 87501

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202939**

Contractor: **Aspen Solutions LLC**

Description: **Provide program evaluation using a Results Based Accountability framework for the grantees of the Human Services Committee and Children and Youth Commission.**

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

Term Start Date: **When Signed** Term End Date: **June 30, 2021**

[ ] Approved by Council Date: _____

Contract / Lease: **Professional Service Contract**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **RFP 22/01/P**

Fran Delaway (Aug 31, 2021 11:31 MDT) Aug 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: award of contract from RFP 22/01/P -not Retro after July 31, 2021

4. **Funding Source:** **Fund 256/Fund 240** **Org / Object:** **2560122.510340/2400102.**

Andy Hopkins (Aug 31, 2021 10:08 MDT) Aug 31, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Two funding sources - see memo**

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

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2021

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

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

PRODUCER	CONTACT NAME:	Zachary Laudisi	
Affinity Insurance Service, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278	PHONE (A/C, No, Ext):	1-888-288-3534	FAX (A/C, No):
	E-MAIL ADDRESS:	customer.service@hpsocover.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	Ohio Security Insurance Company	24082
INSURED Aspen Solutions Inc 300 Paseo De Peralta Suite 210 Santa Fe, NM, 87501	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BZS60785091	01/03/2021	01/03/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 0
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM, 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Affinity Insurance Service, Inc.

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation (SFCF) for SFCF to serve as fiscal sponsor for a CONNECT Wellness Fund, no funds attached. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7o Request for approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation (SFCF) for SFCF to serve as fiscal sponsor for a CONNECT Wellness Fund, no funds attached. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: MOA with Santa Fe County & Santa Fe Community Foundation

Procurement Title: MOA for Santa Fe Community Foundation to serve as fiscal sponsor for a CONNECT Wellness

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

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

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

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Julie Sanchez | Youth and Family Services Division Director | 8/27/2021

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

Fran Dunaway

Fran Dunaway (Sep 1, 2021 10:38 MDT)

Chief Procurement Officer Sep 1, 2021

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

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

*

City of Santa Fe, New Mexico
Memorandum

DATE: **August 27, 2021**

TO: **Alan Webber, Mayor and City Council**
Quality of Life and Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

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

ITEM AND ISSUE:
Request for approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation (SFCF) for SFCF to serve as fiscal sponsor for a CONNECT Wellness Fund, no funds allocated (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678).

BACKGROUND AND SUMMARY:
CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health.
The vision of CONNECT is for all residents of Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being. The City of Santa Fe Community Services Department and Santa Fe County Community Services Department formalized their partnership with CONNECT, on November 10th, 2020 through City MOU #20-0629 or County Agreement No. 2020-0239-CSD/MM.

Santa Fe Community Foundation has agreed to serve as fiscal sponsor for a CONNECT Wellness Fund to receive CONNECT donations and grants, and to reimburse CONNECT organizations for approved expenditures that address unmet social determinants of health needs for City and County residents. This Memorandum of Agreement outlines roles, responsibilities and expectations of SFCF and CONNECT leadership.

PROCUREMENT METHOD:
Memorandum of Understanding without funding attached.

CONTRACT NUMBER: 3202959

FUNDING SOURCE:
The funding source is:
Fund Name/Number: NA
Munis Org Name/Number: NA
Munis Object Name/Number: NA

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

Signature: Kyra Ochoa
Kyra Ochoa (Aug 27, 2021 12:22 MDT)

Email: krochoa@santafenm.gov

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COMMUNITY FOUNDATION, THE CITY OF SANTA FE, AND SANTA FE COUNTY REGARDING
A Shared Wellness Fund for CONNECT, a Joint City and County Partnership to Address Social Determinants of Health

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into on this ____ day of _____, 2021, by and between SANTA FE COMMUNITY FOUNDATION ("SFCF"), the CITY OF SANTA FE, a municipal corporation ("CITY") and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY").

RECITALS:

WHEREAS, the vision of CONNECT is for all residents of the City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being; and

WHEREAS, the City's Community Services Department and the County's Community Services Department have formalized their partnership through CONNECT on November 10th, 2020 through City MOU #20-0629 (SFC Agreement No. 2020-0239-CSD/MM); and

WHEREAS, CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need; and

WHEREAS, Social Determinants of Health (SDOH) are conditions in the places where people live, learn, work, and play that affect a wide range of health and quality-of-life risks and outcomes; and

WHEREAS, the City and County recognize the need to address SDOH that impact health outcomes for residents and do so by building a robust and responsive network; and

WHEREAS, the CONNECT network is built with collaboration, transparency and respect among navigators, organizations and CONNECT leadership; and

WHEREAS, the SFCF desires to support the goal of CONNECT and is willing and qualified to accept donations and grants on behalf of CONNECT through a shared Wellness Fund to address emergent unmet SDOH of City and County residents; and

WHEREAS, in the future, the City and/or County have the option to also contribute to the Wellness Fund.

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

1. PURPOSE. The City's Community Services Department, the County's Community Services Department and SFCF desire to formalize the creation of a CONNECT Wellness Fund (the "Wellness Fund") to address unmet emergent community needs in which SFCF is willing to serve as a fiscal agent of the Wellness Fund.

2. SCOPE. The purpose of this Memorandum is to outline roles and responsibilities of the City, County and SFCF for the management and administration of the Wellness Fund.

A. SFCF will:

1) Serve as the primary fiscal agent of the Wellness Fund. This duty includes the collection and strict accounting of all contributions and gifts to the Wellness Fund. Checks to the Wellness Fund shall be written to "Santa Fe Community Foundation" with "CONNECT Wellness Fund" noted in the memo line. Wire transfers require SFCF to provide the ABA routing transit number information. For wire transfers, SFCF will also need to know the name of the donor and the details of the transfer, and any other information that is not provided through the banking system.
2) Obtain the County and City's concurrence with SFCF's review and determination regarding approval of invoices received and reimbursements or payments from the Wellness Fund.
3) With concurrence and approval of the City and County, pay invoices for appropriate and approved expenses pursuant to the protocol in Exhibit A, or any subsequent versions. For payments and reimbursements, copies of receipts and an itemized expense report shall be provided by Navigators and CONNECT partners who are requesting reimbursement or payment from the Wellness Fund. Invoices may also be submitted for direct reimbursement to vendors. SFCF will issue checks weekly. An authorized representative of SFCF and the Wellness Fund, who cannot also be the SFCF representative who signed the check, must approve all outgoing payments and reimbursements.
4) SFCF's duties include

    a) Providing tax-exemption confirmation for qualified donors;
    b) Receive foundation and government grants related to CONNECT;
    c) Timely payment of grants, invoices, and reimbursements, including financial oversight;
    d) Submission of reports to foundation donors per their requirements (narrative reports prepared by CONNECT operations team, financial reports prepared by SFCF finance staff);
    e) Quarterly activity and donor reports;
    f) Inclusion of the Fund in the SFCF audit and Form 990 reporting;
    g) 1099 tracking and reporting;
    h) Donor acknowledgement of gifts, with special coding to identify Fund donors; and
    i) Online donation capability with a presence on SFCF's website and other social media.

5) As compensation for serving as fiscal agent and performing the above-described duties for the Wellness Fund, SFCF may receive from the Wellness Fund an administrative fee of not more than 5% of each contribution made to the Wellness Fund.

B. The City's Community Services Department shall:

1) Review SFCF's determination with respect to all requests for payment and reimbursements from the Wellness Fund within two weeks of receiving a completed packet from SFCF.
2) Provide narrative content for reports as required by funding entities;
3) Immediately report and notify SFCF of any problems or significant changes.
4) Provide data, quantitative and qualitative, and other statistical information that may be requested by SFCF.
5) Provide a communication strategy on accessing and donating to the Wellness Fund.

C. The County Community Services Department shall:

1) Review SFCF's determination with respect to all requests for payment and reimbursements from the Wellness Fund within two weeks of receiving a completed packet from SFCF.
2) Provide narrative content for reports as required by funding entities.
3) Immediately report and notify the Santa Fe Community Foundation of any problems or significant changes.
4) Provide data, quantitative and qualitative, and other statistical information that may be requested by SFCF.
5) Provide a communication strategy on accessing and donating to the Wellness Fund.

3. TERM. This Memorandum shall be in effect upon the date of last signature by the parties hereto and shall terminate June 30, 2025, unless terminated earlier by any party pursuant to Article 4 (Termination).

4. TERMINATION. This Memorandum may be terminated by any of the parties upon written notice delivered to the other parties at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

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

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City or County in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. Neither the City nor the County, including their "public employees" as defined in the New Mexico Tort Claims Act, waive sovereign immunity, nor waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. APPROPRIATIONS. The City and County's performance of the duties under this Memorandum are contingent upon sufficient appropriations and authorization being made by the City Council for the City's, and the Santa Fe County Board of County Commissioners for the County's, performance of this Memorandum. If sufficient appropriations and authorization are not made by the City or County's respective governing council or board, this Agreement shall terminate immediately upon written notice being given by the City or County to the other parties. The City or County's decision as to whether sufficient appropriations are available shall be accepted by the other parties and shall be final.

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

9. ASSIGNMENT. None of the parties shall assign or transfer any interest in this Memorandum or assign any claims for money due or to become due under this Memorandum without the prior written approval of the other parties.

10. AMENDMENT. This Memorandum shall not be altered, changed, or amended except by an instrument in writing signed by all parties.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

_____ _____

ALAN M. WEBBER, MAYOR DATE

ATTEST:

_____ _____

KRISTINE BUSTOS MIHELCIC, DATE
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 27, 2021 13:08 MDT)

SENIOR ASSISTANT
CITY ATTORNEY

Aug 27, 2021
DATE

APPROVED FOR FINANCES:

MARY T. MCCOY
FINANCE DIRECTOR

DATE

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

8.18.2021
Date

Approved as to form:

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

August 13, 2021
Date

Finance Division:

Yvonne S. Herrera
Finance Director

8/16/2021
Date

SANTA FE COMMUNITY FOUNDATION:

C. E. Goett

CHRISTOPHER GOETT
PRESIDENT & CEO

8/23/21
DATE

Kevin Sokol-White

KEVIN, SOKOL-WHITE,
VICE PRESIDENT FOR FINANCE
& OPERATIONS

8/26/21
DATE

Exhibit A

CONNECT Program protocol for use of Flexible Funds

The Flexible Fund

The Flexible Fund is available on a reimbursement basis to respond to an enrolled person's emerging or immediate crisis involving housing, transportation, utilities, access to food, personal safety, or other unmet Social Determinants of Health (SDOH), and activities related to achieving the goals in a navigation plan. A list of pre-approved uses is attached.

Other uses may be allowed by prior written approval of the County. Flexible Funds are intended to serve as the payor of last resort and should not be used to supplant other available funding sources. Flexible Funds can be used for episodes that are time limited. The Navigator must demonstrate a source of ongoing funding to avoid repeated use of Flexible Funds by the same individual for the same purpose.

When distributing Flexible Funds, Navigators are encouraged to exercise discretion and be innovative. To extend the available funds Navigators should seek community partners to donate or partially fund the purchase and encourage the individual to contribute to the extent possible.

Any person enrolled in the CONNECT network/program is eligible to benefit from Flexible Funds. There is no limit on the number of items, frequency, or amount per contract year of Flexible Funds that an individual may receive,except that a person may not receive funds for the same item more than once from the same partner organization, and the navigation service cannot expend or commit more funds than arepresent in the account for Flexible Funds at the time of the request. There is a cap of $25,000 per enrolled individual in their lifetime.

A Navigator may obtain an item with Flexible Funds and provide the item to the individual, or accompanythe individual and pay for an item or service with Flexible Funds. A Navigator cannot give Flexible Funds directly to an individual to pay for an item or service.

Flexible Funds cannot be used for any purpose not specified in this protocol. The disbursement of Flexible Funds are tracked in the *Unite Us* System. There is a Flexible Fund Assessment in the platform to document expenditures. Receipts must be uploaded into the platform and correspond with the invoice submitted to the City or County. The receipts must be titled with the name of the individual, the date and the service category of the expenditure and uploadedwithin the reporting term that the purchase is made. Best practice for documenting Flexible Fund expenditures is within 24 hours. Please refer to the Network Standards for a detailed description of how to document expenditures in the *Unite Us* platform.

It is the responsibility of each organization to review these protocols regularly. Terms aresubject to change.

If you have any questions regarding this policy, contact:
COUNTY: Jennifer Romero, jnromero@santafecountynm.gov

CITY OF SANTA FE: Julie Sanchez, jjsanchez@santafenm.gov

	YES	NO:
HOUSING:	Rent	Security Deposit
	Sleeping mat	Tent
	Sleeping bag	
	Mold remediation	
	Pest removal	
	Housing repairs or safety modifications such as plumbing and water leaks, electrical, heat, oven, hot water repairs, smoke detectors or grab bars	
	Fees for identification needed to obtain housing	

TRANSPORTATION: Bus pass
Fuel for vehicles
Uber and Lyft gift cards
Fees for driver's license or identification needed to obtain licenseVehicle repairs and parts to keep vehicle roadworthy
Car seat
Vehicle insurance (one time)
Bicycle parts and repair
Gas card (identification required for use)

UTILITIES:
Emergency cell phone
Pellets
Firewood
Propane
Fan
Gas, Electric or water bill payment (one time)
Flashlight
Fees for identification needed to obtain utilities
Smoke and carbon monoxide detectors

FOOD:
Groceries
Hot meal
MoGro membership
Baby formula
Breast feeding supplies
Pre-natal vitamins
Fees for identification needed for SNAP application
Grocery card (identification required for use)

INTERPERSONAL SAFETY:
One-way train, bus fare for safe destination
Emergency hotel (up to one week)

	Court fees such as filing fees for new birth certificate, social security card, and ID/ driver's license Asylum application fee Fee for name change needed for safety
OTHER:	Weather-appropriate clothing Expenses related to education and securing employment (e.g., registration fees, clothing for work, cap and gown for graduation) Childcare assistance

Flexible Funds cannot be used to pay medical bills, prescriptions and durable medical equipment.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202959**

Contractor: **MOA with Santa Fe County & Santa Fe Community Foundation**

Description: **CONNECT Wellness Fund Memorandum of Agreement (MOA) between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **When Signed** Term End Date: **June 30, 2025**

☐ Approved by Council Date: _____

Contract / Lease: **Memorandum of Agreement**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **N/A**

Fran Dramaway (Sep 1, 2021 10:38 MDT) Sep 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOA for Connect Program

4. **Funding Source:** **N/A** **Org / Object:** **N/A**

Andy Hopkins (Aug 30, 2021 12:59 MDT) Aug 30, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB COMM HEALTH AND SAFETY CONNECT WELLNESS MOA (003)

Final Audit Report 2021-08-30

Created:	2021-08-30
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAADfW4biWXfY6Rrd3mEE46fjNWychImvCf

"GB COMM HEALTH AND SAFETY CONNECT WELLNESS MOA (003)" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-08-30 - 6:15:43 PM GMT

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-08-30 - 6:19:46 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-08-30 - 6:59:02 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-08-30 - 6:59:56 PM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-08-30 - 6:59:59 PM GMT

Megan Lujan (mmlujan@ci.santa-fe.nm.us) replaced signer Fran Dunaway (fadunaway@santafenm.gov) with aclotero@santafenm.gov
2021-08-30 - 7:02:46 PM GMT

Document emailed to aclotero@santafenm.gov for signature
2021-08-30 - 7:02:46 PM GMT

Email viewed by aclotero@santafenm.gov
2021-08-30 - 7:03:51 PM GMT

Document declined by aclotero@santafenm.gov
2021-08-30 - 7:06:21 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for approval of Amendment No. 2 to contract #19-0584 for St. Elizabeth Shelter to increase compensation an additional $100,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $300,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:

Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7k Request for approval of Amendment No. 2 to contract #19-0584 for St. Elizabeth Shelter to increase compensation an additional $100,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $300,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO
KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0584 for St. Elizabeth Shelter to increase compensation an additional $100,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $300,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200597

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

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

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0584

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and ST. ELIZABETH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$300,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty dollars ($250.00) per unduplicated person served for Tier II services, and at the rate of

fifty dollars ($50.00) per unduplicated person served for Tier I services in FY22 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
St. Elizabeth Shelter

Edward Archuleta
Edward Archuleta (Aug 2, 2021 07:14 MDT)

Executive Director
NAME & TITLE

Date: Aug 2, 2021

CRS# 02-059151-00-9

Business Reg. No. 225673

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 29, 2021 11:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-05884

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and St. Elizabeth Shelter (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1, subparagraph C of the Agreement is hereby amended to reflect a change in deliverables so that Section 1, subparagraph C reads in its entirety as follows:

3) Navigation services to a minimum of 250 clients x $250.00 per individual adult/family for a total of $62,500.00.

4) Safety net services to a minimum of 750 clients at $50.00 per individual adult/family for a total of $37,500.00.

2. COMPENSATION

Article 3, Subparagraph A, paragraph 2 of the Agreement is amended to reflect the

changes in client navigation services to 250 clients x $250.00 per individual adult/family at $62,500.00 and safety net services to a minimum of 750 clients x $50.00 per individual adult/family at $37,500.00. Article 3, Subparagraph A, paragraph 2 reads in it's entirety as follows:

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty dollars ($250.00) per unduplicated person served for Tier II services and fifty dollars ($50.00) per individual adult/family receiving safety net services in FY21 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax..

3. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 3, 2021

ATTEST:

Kristine Mihelcic (May 4, 2021 15:59 MDT)

KRISTINE MIHELCIC, CITY CLERK

GB Mtg 04/14/2021

APPROVED AS TO FORM: GC

Marcos Martinez

Marcos Martinez (Jan 12, 2021 13:25 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Acting Finance Director

Alexis Lotero, Acting Finance Director (Apr 30, 2021 17:01 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL

MUNIS ORG/OBJ AL

CONTRACTOR:
St. Elizabeth Shelter

NAME & TITLE

Date: 1/15/21

CRS# Exempt

Business Reg# 02-059151-009

BUSINESS LICENSE#225673

ITEM # 19-0584

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **ST. ELIZABETH SHELTER** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

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2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 600 unduplicated adult individuals and/or families x $166.67 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency

Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black

with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % referred to housing or received housing-related assistance; # or % who accomplished specific goals related to housing; # or % clients obtaining house; # of clients staying in housing after 30 days; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$200,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and sixty-six dollars and sixty-seven cents ($166.67) per unduplicated person served for Tier II services in FY20 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and sixty-six dollars and sixty-seven cents ($166.67) per unduplicated person served for Tier II services in FY21 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant

to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Non-Collusion.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

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 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.

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

21. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

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

24. 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.

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 express and 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:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [St. Elizabeth Shelter, 804 Alarid Street, director@steshelter.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
St. Elizabeth Shelter

NAME:
TITLE: Executive Director

DATE: 7/1/19

CRS# EXEMPT
REGISTRATION# 19-00029484

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
deputy. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

Business Location: 804 ALARID ST
SANTA FE, NM 87501

CRS Number: 02059151009

Owner: ST ELIZABETH SHELTER

License Number: 225673

License Type: Business License - Renewable

Issued Date: January 15, 2021

Classification: Business Registration - Standard

Expiration Date: January 15, 2022

Fees Paid: $35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CONRAD SCHOTT
ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER A: PHILADELPHIA INDEMNITY INS CO	
	INSURER B: NEW MEXICO MUTUAL CASUALTY	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2019-01 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2209359	12/14/2020	12/14/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		PHPK2209359	12/14/2020	12/14/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.127	01/05/2021	01/05/2022	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Employee Dishonesty			PHPK2209359	12/14/20	12/14/21	Limit: $35,000 Ded: $500.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LOCATION: 804 ALARID STREET SANTA FE, NM 87505

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF SANTA FE
P O BOX 909
SANTA FE, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: St. Elizabeth Shelter

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 13:50 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 # **3200597**

Contractor: **St. Elizabeth Shelter**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0584**

Increase/(Decrease) Amount $ **300,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1 approved in FY21: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaney (Aug 23, 2021 13:50 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 12:43 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

CONSIDERATION OF RESOLUTION 2021-__: (Councilor Abeyta, Councilor Rivera, and Councilor Vigil Coppler)
A Resolution Adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services, Community Health and Safety Department. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603; Gino Rinaldi, Division of Senior Services Director, earinaldi@santfenm.gov, 505-955-4710)

Committee Review:
Introduced: 09/08/21
Quality of Life: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body: 09/29/21

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7q CONSIDERATION OF RESOLUTION 2021-__: (Councilor Abeyta, Councilor Rivera, and Councilor Vigil Coppler) A Resolution Adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services, Community Health and Safety Department. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603; Gino Rinaldi, Division of Senior Services Director, earinaldi@santfenm.gov, 505-955-4710) **Committee Review:** Introduced: 09/08/21 Quality of Life: 09/15/21 Finance Committee: 09/20/21 Public Works and Utilities Committee: 09/27/21 Governing Body: 09/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe New Mexico
Memorandum

Date: September 7, 2021

To: Quality of Life Committee
Public Works Committee
Finance Committee
Governing Body

Via: KO
KO
Kyra Ochoa, Community Services Department Director

From: Gino Rinaldi, Division of Senior Services Director GR

ITEM AND ISSUE:

A resolution adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services, Community Services Department.

BACKGROUND AND SUMMARY:
The State-coordinated Senior Program Infrastructure Capital Improvements Plan (ICIP) establishes priorities for anticipated capital projects. It encourages entities to plan for the development of capital improvements of Senior Programs, so they do not find themselves in emergency situations, but plan for, fund, and develop infrastructure at a pace that sustains their activities. In an attempt by the State to gain a full assessment of the infrastructure needs for Senior Citizen facilities, this category was added to the ICIP and requires all Senior Citizen facilities to submit an ICIP separately from their respective fiscal agent. Complying with this requirement allows Senior Services to compete for capital outlay grants from the Aging and Long-Term Services Department.

Attached is the 2023-2027 ICIP for the City of Santa Fe, Division of Senior Services (DSS). As in years past, this process is subject to the rules and regulation of the State's Department of Finance and Administration. It includes the top ten projects for DSS for 2023-2027. The Fiscal Impact Report, which is also attached, shows no direct impact on the City of Santa Fe operating budget.

ACTION REQUESTED:
Request for approval of a resolution to adopt the 2023-2027 Senior ICIP.

ATTACHMENTS:
Resolution, 2023-2027 Senior ICIP, FIR

Signature: Kyra Ochoa
Kyra Ochoa (Sep 9, 2021 16:30 MDT)
Email: krochoa@santafenm.gov

Signature: GR
GR (Sep 9, 2021 17:18 MDT)
Email: earinaldi@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-____

INTRODUCED BY:

Councilor Roman Abeyta

Councilor Chris Rivera

A RESOLUTION

ADOPTING THE 2023-2027 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN ("ICIP") FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY HEALTH AND SAFETY DEPARTMENT

WHEREAS, the City of Santa Fe, New Mexico recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts; and

WHEREAS, these capital outlay projects are for improving seniors' access to various services and programs that the Division of Senior Services provide; and

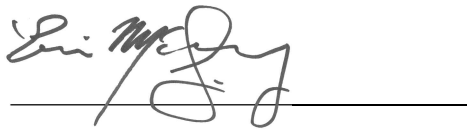
WHEREAS, investing in Seniors capital outlay projects is essential to meet the current and future demands of the growing aging population in the City of Santa Fe.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CIY OF SANTA FE, NEW MEXICO that

1. The City of Santa Fe hereby adopts the attached 2023-2027 Senior Infrastructure Capital Improvements Plan for the Division of Senior Services; and
2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED, and ADOPTED this ____ day of _____ 2021.

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/ICIP 2023-2027

NEW MEXICO DEPARTMENT OF
FINANCE & ADMINISTRATION

ICIP - Entity Profile

Home | Entity Profile | Projects | Help

Print Report | Edit Current Entity

Agency/Local Government	Entity Code	COG District	Entity Type
Mary Ester Gonzales Senior Center	01142	2	SF

ICIP Contact	Address	1121 Alto St (Physical Address)		
Eugene Rinaldi		PO BOX 909 87504-0909 (Mailing address)		
	City, State Zip	Santa Fe, NM 87501	County	Santa Fe
E-Mail Address	earinaldi@santafenm.gov			
Phone Number	505-955-4710			

Is your entity compliant with Executive Order 2013-006? http://www.nmdfa.state.nm.us/Budget-Division/Capital-Outlay-Bureau/ Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Process

In March 2019, in preparation for formulating the 2023-2027 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAA Executive Director, etc). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2019-2020.

Goals

The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Factors/Trends Considered

Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents. This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at MEG Senior Center has increased from previous years, it still the traditional retirees; not the Baby Boomer retirees.

Infrastructure Capital Improvement Plan FY 2023-2027

Mary Ester Gonzales Senior Center (MEG)
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost	Amount Not Yet Funded	Phases?
31793	2023	001	MEG Senior Center Roof Replacement	Facilities - Senior Facilities	36,500	700,000	0	0	0	0	736,500	700,000	No
35925	2023	002	MEG Senior Center Electrical System Upgrade	Facilities - Senior Facilities	0	250,000	0	0	0	0	250,000	250,000	No
34814	2023	003	New Senior Center	Facilities - Senior Facilities	358,865	368,865	0	6,615,000	0	0	7,342,730	6,983,865	Yes
35931	2023	004	MEG Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	235,630	0	0	0	0	235,630	235,630	No
34247	2023	005	MEG Senior Center HVAC Replacement	Equipment - Senior Center Equipment	0	140,000	0	0	0	0	140,000	140,000	No
34248	2023	006	MEG Senior Center Carpet Flooring Replacement	Facilities - Senior Facilities	0	90,000	0	0	0	0	90,000	90,000	No
31794	2023	007	MEG Senior Center Landscaping	Facilities - Senior Facilities	0	50,000	0	0	0	0	50,000	50,000	No

Number of projects: 7

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	395,365	1,834,495	0	6,615,000	0	0	8,844,860	8,449,495

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**31793

Project Title: MEG Senior Center Roof Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 736,500 **Proposed project start date:** 2023

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, construct and replace existing roof at Mary Esther Gonzales Senior Center building, in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: During the 2016 Legislative session, the City of Santa Fe received funding in the amount of $36,500 which was fully executed on March 8, 2018. However, this funding would not be enough to replace the whole section of the roof which is now 40 years old, therefore more funding is needed. Scope of work includes planning, design and replacement of the 40-year old roof at the MEG Center with modified bitumen roof as per Carlisle Thermoplastic Polyolefin (TPO) 60 ML roofing system. Detailed activities consists of 1) tearing-off existing BRAI-APP roof layers; 2) cleaning and disposing of all debris; 3) preparing roof deck area for new application; 4) applying Carlisle-TPO 60 ML roofing system fully adhered with TPO bonding adhesive glue; and 5) ventilating roof and sealing all roof penetrations with NovaLink elastomeric sealant for finish. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	98,000	Yes	36,500	0	3/8/2018	Proj begins mid Nov.
ALTSD	700,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	798,000		36,500	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2023-2027

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	10,000	0	0	0	0	10,000
Construction	No	36,500	690,000	0	0	0	0	726,500
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		36,500	700,000	0	0	0	0	736,500
Amount Not Yet Funded		700,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0

5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Cost of repairing leaking, old roof over and over again is expensive.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD and DOH.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. DSS is also required to obtain a Notice of Obligation before funds can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Healthier older adults cost less to Medicare and Medicaid programs.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. All senior City residents numbering 21,041 based on 2015 US Census Bureau have the opportunity to benefit from various programs and services DSS provides.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Health-Yes Safety-Yes Liability-Yes
Potential slip and fall liability due to roof leaks and potential mold issues if leaks go undetected in the sub-ceiling area.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 002 **Priority:** High **ID:**35925

Project Title: MEG Senior Center Electrical System Upgrade **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 250,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St., Santa Fe, NM Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, construct and upgrade the electrical system at the Mary Esther Gonzales Senior Center in the City of Santa Fe, NM, Santa Fe County.

Scope of Work: Construct a new infrastructure to accommodate an additional service at 480 V. This will include an installation of a new transformer (480 V to 120/208 V; 600 A 3 phase transformer), a new meter and a second MDP for distribution purposes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	250,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	250,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	25,000	0	0	0	0	25,000
Construction	No	0	225,000	0	0	0	0	225,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	250,000	0	0	0	0	250,000
	Amount Not Yet Funded	250,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings Not applicable.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. County of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Every capital infrastructure project that Senior Services administers, the contractor is asked for work schedule based on approved Scope of Work submitted to ALTSD which the contractor adheres to.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The project indirectly advances the region's economy by maintaining the health of the Seniors. Participating in activities at Senior Centers reduces isolation and loneliness among Seniors.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Potentially, all Senior citizens residing in Santa Fe (21,401) could benefit from the project. In addition, hundreds of caregivers would also benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) If the electrical system is not upgraded, the electrical snowmelt system installed at back parking lot could not be operated posing danger (i.e. slip & falls) to staff & clients in winter season.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 003 **Priority:** High **ID:**34814

Project Title: New Senior Center **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 7,342,730 **Proposed project start date:** 2021

Project Location: 1121 Alto Street Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, and construct a new Senior Center to serve the growing Senior population residing in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) As part of planning process, to conduct a feasibility study of building a new senior center within the City of Santa Fe. 2) If deemed feasible, produce architectural plans and design including architectural drawings and specifications. 3) Construct the new Senior Center according to architectural specifications and code. 4) Parking and landscaping. 5) Outdoor amenities.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	6,983,865	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	6,983,865		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	10,000	0	0	0	0	10,000
Design (Engr./Arch.)	Yes	358,865	358,865	0	0	0	0	717,730
Construction	No	0	0	0	6,615,000	0	0	6,615,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		358,865	368,865	0	6,615,000	0	0	7,342,730
	Amount Not Yet Funded	6,983,865						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	368,865	Yes	Yes	No	No	No	6
2	6,615,000	No	No	Yes	No	No	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	6,983,865						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	No					
If no, please explain why:	This is a proposed new facility.					
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD because we carry out part of their mandate. Also, Santa Fe Civic Housing Authority.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. In addition, ALTSD requires obtaining Notice of Obligation before DSS can start expending.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. If this facility is built, it will require additional City staff working full-time and/or part-time. It may also offer more jobs to Seniors through Senior Employment Program.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision?	Yes
If yes, please explain and provide the number of people that will benefit from the project.	The project would potentially benefit 21,401 seniors residing in Santa Fe City based on 2015 US Census.
(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.	Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)	If built, it will follow all OSHA safety standards, ADA requirements, and comply with applicable local, state and federal laws and regulations.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 004 **Priority:** High **ID:**35931

Project Title: MEG Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 235,630 **Proposed project start date:** 2023

Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, purchase and install a hot/cold steam serving table, a dishwasher, 2 convection double ovens, 2 steamers, and salad bar for Mary Esther Gonzales Senior Center Cafeteria in City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) Plan and design a hot/cold steam serving table, a dishwasher, 2 convection double ovens, 2 steamers, and a salad bar that is ADA accessible; 2) solicit 3 bids; 3) purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	235,630	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	235,630		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
	N/A							

Water Rights		0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	235,630	0	0	0	0	235,630
TOTALS		0	235,630	0	0	0	0	235,630
	Amount Not Yet Funded	235,630						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?				Yes		
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current steam table and salad bar are falling apart and costing too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule & budget) has to be submitted to Capital Outlay Bureau & we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The salad bar encourages seniors to eat healthy & healthy seniors volunteer their time & energy in many organizations like MEG. Seniors volunteering in Santa Fe worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more than any other age group. Healthy seniors has more money to spend that benefits everyone of working age.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) The new hot/cold steam table & salad bar can maintain the correct temperature of food served at MEG cafeteria.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 005 **Priority:** High **ID:**34247

Project Title: MEG Senior Center HVAC Replacement **Class:** Replace Existing **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 140,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To purchase, replace, equip and install HVAC units at Mary Esther Gonzales Senior Center in the City of Santa Fe, NM, in Santa Fe County.

Scope of Work: Purchase, replace, equip and install four (5) HVAC units at the Mary Esther Gonzales Senior Center. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	210,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	210,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	140,000	0	0	0	0	140,000
TOTALS		0	140,000	0	0	0	0	140,000
	Amount Not Yet Funded	140,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Constant repair of these units has become prohibitive. Also, when the units are down, we cannot serve food at the cafeteria because it's too hot which is dangerous to seniors' health & safety.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD as we carry out part of their mandate.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. They will also require DSS to obtain a Notice of Obligation before funds can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The congregate meals DSS provides 5 days a week has both direct and indirect impact to the regional economy which may be discontinued if our HVACs malfunction

or stop working.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision?	Yes
If yes, please explain and provide the number of people that will benefit from the project.	The project has the potential to benefit 21,401 senior citizens residing in City of Santa Fe based on US Census Bureau.
(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.	Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)	Yes, especially when room temperature doesn't meet OSHA recommended workplace temperature of not lower than 68F (Winter) & not higher than 78F (Summer) for institutional buildings.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 006 **Priority:** High **ID:**34248

Project Title: MEG Senior Center Carpet Flooring Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 90,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685543 **Longitude:** -105.961347

Legislative Language: To purchase, replace and install new carpets at the Mary Esther Gonzales Senior Center, in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: Purchase, replace and install carpeting at Mary Esther Gonzales Senior Center with a 10-year abrasion resistant and a 20-year stain resistant carpet fiber. Work includes: 1) removing and disposing of existing carpet and cove base (approximately 10,000 sq ft); preparing substrate for application of new carpet/ cove base; and 3) installing the new carpet/cove base. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.
Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	90,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	90,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	90,000	0	0	0	0	90,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	90,000	0	0	0	0	90,000
	Amount Not Yet Funded	90,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?				Yes		
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Maintenance costs would be much less.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. This project is completed as soon as the carpeting is replaced.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Department of Finance, Shirley Coca-Barela (Financial Analyst)

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. All services we provide at Mary Esther Gonzales Senior Center are supported by the County of Santa Fe as we act as their secondary provider for residents of County of Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The project could potentially benefit 21,401 senior citizens residing within the City of

Santa Fe ba

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.	Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)	A 2013 study on fall injuries in adults associated with rugs & carpets reveal that 54.2% of older adults treated in US' Emergency Depts. for falls are due to damaged carpets.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 007 **Priority:** High **ID:**31794

Project Title: MEG Senior Center Landscaping **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 50,000 **Proposed project start date:** 2022

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, and construct landscaped spaces/areas that offer extensive recreational opportunities for seniors using the Mary Esther Gonzales Senior Center in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) Planning, design & budgeting; 2) ground preparation (removing grass, rocks or debris, leveling the ground, amending the soil, etc.); 3) installation of landscape elements (fences, patios, ADA walkways & retaining walls); 4) planting; and 5) installation of outdoor furnishings.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	50,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
	N/A							

Water Rights		0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	6,750	0	0	0	0	6,750
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	43,250	0	0	0	0	43,250
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	50,000	0	0	0	0	50,000
	Amount Not Yet Funded	50,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?				Yes		
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Parks and Recreation,

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The City of Santa Fe follows the NM State Purchasing Procurement Code and Senior Services along with Public Works oversee the project from start to finish.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Beautiful landscaping will increase property values of surrounding neighborhoods. Might attract tourists to move to Santa Fe and 2nd homeowners to live permanently in Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Everyone will benefit living in areas with attractive green spaces to recreate, walk, breathe in fresh air, contemplate and relax.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

NEW MEXICO DEPARTMENT OF
FINANCE & ADMINISTRATION

ICIP - Entity Profile

Home | Entity Profile | Projects | Help

Print Report | Edit Current Entity

Agency/Local Government	Entity Code	COG District		Entity Type
Pasatiempo Senior Center	01144	2		SF

ICIP Contact	Address	664 Alta Vista Street		
Gino Rinaldi				
	City, State Zip	Santa Fe, NM 87505	County	Santa Fe
E-Mail Address	earinaldi@santafenm.gov			
Phone Number	505-955-4710			

Is your entity compliant with Executive Order 2013-006? http://www.nmdfa.state.nm.us/Budget-Division/Capital-Outlay-Bureau/ Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Process

In March 2019, in preparation for formulating the 2023-2027 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAA Executive Director, etc). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2019-2020.

Goals

The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Factors/Trends Considered

Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents. This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at our Senior Centers have increased from previous years, it is still the traditional retirees; not the Baby Boomer retirees.

Infrastructure Capital Improvement Plan FY 2023-2027

Pasatiempo Senior Center
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost	Amount Not Yet Funded	Phases?
38771	2023	001	Pasatiempo Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	65,805.297	0	0	0	0	65,805.297	65,805.297	No

Number of projects: 1

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	65,805.297	0	0	0	0	65,805.297	65,805.297

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**38771

Project Title: Pasatiempo Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 65,805.297 **Proposed project start date:** 2023

Project Location: 664 Alta Vista Santa Fe NM 87505 **Latitude:** **Longitude:**

Legislative Language: To plan, design, purchase, and install one dishwasher and one convection oven (double decked with 2 quick disconnect with restraining devices) in City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) Plan and design location of dishwasher and convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	65,805.297	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	65,805.297		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	65,805.297	0	0	0	0	65,805.297
TOTALS		0	65,805.297	0	0	0	0	65,805.297
	Amount Not Yet Funded	65,805.297						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current dishwasher and convection oven is at the end of its life cycle and will cost too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe					
Lease/operating agreement in place?	Yes	Yes		Yes	Yes	Yes

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The items will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more money than any

other age group. Healthy seniors have more money to spend which in turn benefits all working age groups.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Without the new equipment we would not be able to serve at this meal site. Approx. 76 seniors who are unable to drive or travel outside of their homes are served at this meal site.

ICIP for Luisa Senior Center c/o Esther Reyes

Contact: Gino Rinaldi
1520 Luisa, Apt 1
Santa Fe, NM 87505

Telephone No.: 505-995-4710

Email Address: earinaldi@santafenm.gov

County: Santa Fe

Entity Type: SF

Procurement Officer Name: Frances Dunaway

Telephone No.: 505-955-6432

Email Address: fadunaway@santafenm.gov

Financial Officer Name: Mary McCoy

Telephone No.: 505-955-6171

Email Address: mtmccoy@santafenm.gov

Executive Order 2013-006 Compliance

Is your entity compliant with Executive Order 2013-006? Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Entity Planning: Process, Nature/Effect/Options/Recommendations of Trends

Process

In March 2019, in preparation for formulating the 2023-2027 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAA Executive Director, etc). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2019-2020.

Goals

The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Factors/Trends Considered

Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents. This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at our Senior Centers have increased from previous years, it is still the traditional retirees; not the Baby Boomer retirees.

Luisa Senior Center c/o Esther Reyes
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost	Amount Not Yet Funded	Phases?
38774	2023	001	Luisa Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	19,207.1	0	0	0	0	19,207.1	19,207.1	No

Number of projects: 1

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	19,207.1	0	0	0	0	19,207.1	19,207.1

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**38774

Project Title: Luisa Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 0 **Proposed project start date:**

Project Location: 1500 Luisa Street Santa Fe NM 87505 **Latitude:** **Longitude:**

Legislative Language: To plan, design, purchase, and install one gas convection oven for the Luisa Senior Center kitchen in City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) Plan and design the location of convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	19,207.1	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	19,207.1		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	19,207.1	0	0	0	0	19,207.1
TOTALS		0	19,207.1	0	0	0	0	19,207.1
	Amount Not Yet Funded	19,207.1						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	308,046	3,808,046	3,808,046	3,808,046	3,808,046	15,540,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current convection oven is at the end of its life cycle and will cost too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe					
Lease/operating agreement in place?	Yes	Yes		Yes	Yes	Yes

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The item will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more money than other

age groups. Healthy seniors have more money to spend which in turn benefits all working age groups.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Without the new equipment we would not be able to serve at this meal site. Approximately 116 seniors who are unable to drive or travel outside of their homes are served at this meal site.

FIR No. 10341

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Senior Services ICIP 2023-2027**

Sponsor(s): Councilor Roman "Tiger" Abeyta, Councilor Chris Rivera

Reviewing Department(s): Senior Services

Staff Completing FIR: Anya Alarid Date: 8/31/2021 Phone: 505-955-4744

Reviewed by City Attorney: _____ Date: Sep 13, 2021

Reviewed by Finance Director: Mary McCoy Date: Sep 15, 2021

Summary:
The purpose of the resolution is to adopt the 2023-2027 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services.

Departments Affected:
Community Health and Safety Department

Consequences of Not Enacting Legislation:
The Division of Senior Services would not be able to apply for funding under General Obligation Bond and Severance Tax Bond. In addition, we will not be in compliance with Department of Finance Authority's Policies, Rules, and Regulations.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
N/A

Performance and Administrative Implications:
The Division of Senior Services would not be able to apply for funding under General Obligation Bond and Severance Tax Bond. In addition, we will not be in compliance with Department of Finance Authority's Policies, Rules, and Regulations.

Fiscal Implications:
N/A

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021

ISSUSE NO. 7c

CONSIDERATION OF RESOLUTION 2021-__: (Councilor Abeyta, Councilor Rivera, and Councilor Vigil Coppler)
A Resolution Adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services, Community Health and Safety Department. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603 and Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 955-4710)

Committee Review:
Introduced: 09/08/21
Quality of Life: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body: 09/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/29/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	EXCUSED		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request Approval of Amendment #1 of the Professional Services Agreement #19-0127 with WSP USA for engineering services related to the Arroyo Chamisos Crossing Project to increase compensation by a sum not to exceed one hundred fifty thousand, seventy-five dollars and three cents ($150,075.03) Excluding New Mexico Gross Receipts Tax. (Regina Wheeler, PW Department Director, 955-6622, rawheeler@santafenm.gov)

1) Request Approval of Budget Amendment Resolution (BAR) in the Amount of $250,000 from Roads Impact Fees to fund completion of Phase 1B "Detailed Analysis of Alternative B" for CIP #876B – Arroyo De Los Chamisos Crossing Project.

Committee Review:
Finance Committee – 09/20/2021
Public Works & Utilities Committee – 09/27/2021
Governing Body – 09/29/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe New Mexico

Memorandum

Date: August 23, 2021

Governing Body

Via: _____

Regina Wheeler, Public Works Department Director

RE: Amendment #1 to Professional Services Agreement #19-0127

ITEMS AND ACTIONS:

(1) Request for Approval of Amendment #1 of the Professional Services Agreement #190127 with WSP USA for engineering services related to the Arroyo Chamisos Crossing Project to Increase Compensation by a Sum Not to Exceed One hundred fifty thousand, seventy-five dollars and three cents ($150,075.03), Excluding Gross Receipts Tax.

(2) Request for Approval to BAR $250,000 of Funds from Roads Impact Fees to Fund Completion of Phase 1B "Detailed Analysis of Alternative B" for CIP #876B - Arroyo De Los Chamisos Crossing Project.

BACKGROUND AND SUMMARY:

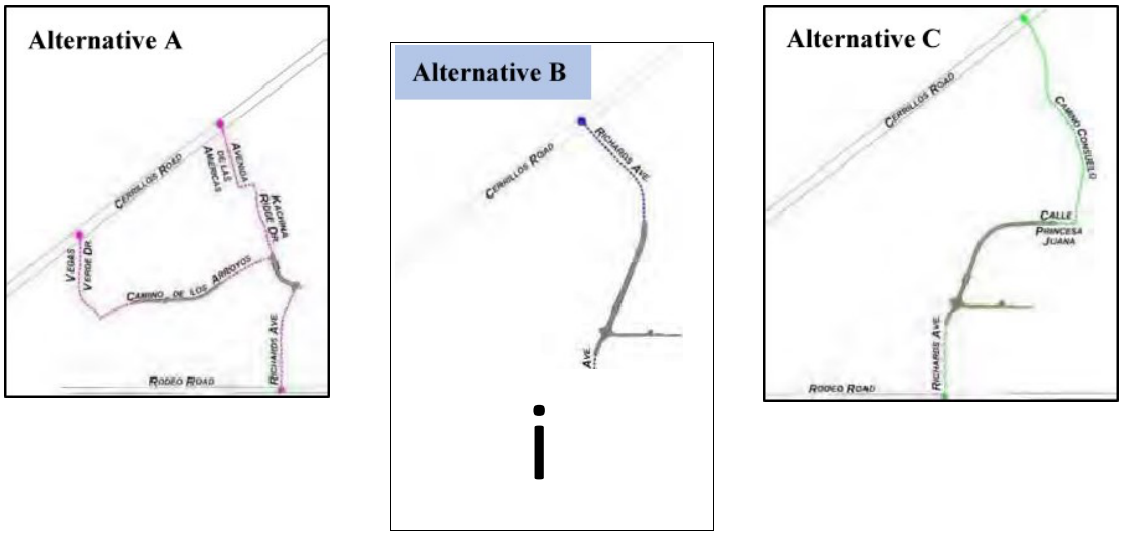
On February 27, 2019 the Governing Body awarded PSA #19-0127 to Louis Berger U.S., Inc. (now WSP USA Solutions, Inc.), for Phase IA/B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing (RFP# '18/45/P). The RFP issued on June 7, 2018 was for professional services to assist the City in determining the most feasible crossing of the Arroyos De Los Chamisos from Rodeo Road/Richards Avenue to Cerrillos Road.

The governing body will be continuously updated as the project moves forward with a selected alternative, including any necessary contract amendments to include additional professional services to complete preliminary and final design and engineering services through project construction.

The consultants completed Phase IA — Initial Evaluation of Alternatives, and at the Early Neighborhood Notification (ENN) meeting on March 10, 2020, presented three "build alternatives" for developing the crossing (Fig. 1) to the public. Attended by 153 community members, Alternative B (see below) was chosen as the most feasible alternative. It: 1) provides the most direct connection between Rodeo Road and Cerrillos Road; 2) has the least horizontal geometric

design deficiencies; 3) has the least amount of driveway impacts and right-of-way needs; and 4) provides the greatest reduction of traffic along adjacent local roads.

Figure I: Three Build Alternatives Presented to Public on March 10, 2020



Following the NMDOT procedures, the consultants are now working on completing Phase 1B, which is the detailed analysis of the preferred Alternative B. Due to Covid-19 global pandemic preventing regular traffic analysis, the project has been delayed for about a year.

The new scope of work includes additional work requested by the public including more in-depth traffic analysis, integration of the connection with bicycle and pedestrian facilities, and special consideration of impacts to existing neighborhoods and affected natural resources and amenities. This additional scope for Phase 1B will cost an additional $150,075.03 (excluding tax), which has been approved for funding via Road Impact Fees. Up to $250,000 of road impact fees were secured providing funding for additional work requested by the public after Phase 1B report is presented at a public meeting in fall 2021.

ATTACHMENTS:

Amendment PSA - 19-0127
Summary of Contracts
Procurement Checklist
CIAC Memo
BAR

Item# _____
Munis Contract# _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0127

A. This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 6, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and WSP USA SOLUTIONS, INC. formerly known as Louis Berger U.S., Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

B. Per the attached Exhibit A - Amended Certificate of Authority issued by the Office of the New Mexico Secretary of State, dated January 6, 2020, it is acknowledged that the contractor Louis Berger U.S. Inc. (NM Corporation #5215455) has changed its name to WSP USA SOLUTIONS, INC.

C. Under the terms of the Agreement, Contractor has agreed to provide engineering services to the City with regard to Arroyo De Los Chamisos Crossing as per RFP#'18/45/P issued on June 7, 2018.

D. Pursuant to Article 13 of the Agreement, and for good and valuable consideration,the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $150,075.03, excluding gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the Lump Sum rate of three hundred ninety-eight thousand three hundred forty-nine dollars and fourteen cents ($398,349.14), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($33,610.71) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($431,959.85). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in Amendment No. 1 as described in "Exhibit B" attached hereto and incorporated herein, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
WSP USA SOLUTIONS, INC.

_____
CRAIG R. COREY
LOCAL BUSINESS LEADER

DATE: 08/12/2021
CRS#: 01-195458-00-2
Registration #: 230689

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Aug 12, 2021 07:58 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

3309980.572960.EN193300D
Org Code/Object #/Project ID

OFFICE OF THE NEW MEXICO SECRETARY OF STATE

January 7, 2020

SOUTHWEST-CT
206 S. CORONADO AVE.
ESPANOLA, NM 87532

RE: WSP USA SOLUTIONS INC.
Business ID #: 5215455

The Office of the Secretary of State has approved and filed the Application for Amended Certificate of Authority for the above captioned corporation effective January 6, 2020. The enclosed Amended Certificate of Authority is evidence of filing, and should become a permanent document of the corporation's records.

Please be advised that although the Certificate of Amendment has been approved, you must also comply with all other federal or state laws applicable to your corporation. This includes, but is not limited to state licensing requirements. It is the corporation's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

If you have any questions, please contact the Business Services Division at (505) 827-3600 or toll free at 1-800-477-3622 for assistance.

Business Services Division

OFFICE OF THE NEW MEXICO

SECRETARY OF STATE

Amended Certificate of Authority

OF

WSP USA SOLUTIONS INC.

5215455

New York

The Office of the Secretary of State certifies that the Application for Amended Certificate of Authority, duly signed and verified pursuant to the provisions of the

Business Corporation Act **53-17-1 to 53-17-20 NMSA 1978**

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Amended Certificate of Authority and attaches hereto a duplicate of the Application for Amended Certificate of Authority.

Dated: **January 6, 2020**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.

Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Secretary of State

325 Don Gaspar, Suite 300 · Santa Fe, NM 87501
(800) 477-3632 · www.sos.state.nm.us

Office of the New Mexico Secretary of State
Filing Number: 0002012497
Filed On: 1/6/2020
Total Number of Pages: 1 of 7

SUBMIT ORIGINAL AND A COPY
TYPE OR PRINT LEGIBLY

Foreign Profit Amendment
APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

The undersigned corporation, in order to apply for an Amended Certificate of Authority under the New Mexico Business Corporation Act, submits the following statement:

1. The name of the corporation is (include NM CORP#): LOUIS BERGER U.S., INC. (NM CORP #5215455)

2. A Certificate of Authority was issued to this corporation on: 05/20/2016

3. The corporate name has been changed to: WSP USA SOLUTIONS INC.

(Attach an original authenticated certificate of filing verifying the change of corporate name)

4. If the corporate name as changed does not contain the word "corporation", "company", "incorporated", or "limited", or an abbreviation of one of these words (as required under the New Mexico Business Corporation Act), state the corporate name as changed and include the word or abbreviation it elects to add for use in New Mexico:

5. The corporation desires to pursue in the transaction of business in New Mexico other or additional purposes than those set forth in its application for Certificate of Authority, as follows:

Dated: 1/2/2020

LOUIS BERGER U.S., INC.
Name of Corporation

By _____
Signature of Authorized Officer
HILLARY JASSEY, ASSISTANT SECRETARY

Form FPR-AM
(revised 6/13)

RECEIVED
SOS
Corporation Bureau JAN 03 2020

Office of the New Mexico Secretary of State
Filing Number: 0002012697
Filed On: 1/6/2020
Total Number of Pages: 2 of 7

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of WSP USA SOLUTIONS INC. was filed on 07/03/1919, under the name of SPENCER, WHITE & PRENTIS, INC., fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment SPENCER, WHITE & PRENTIS, INC., changing its name to EDMUND A. PRENTIS, LAZARUS WHITE, CHARLES B. SPENCER INC., was filed 06/18/1952.

A Certificate of Amendment EDMUND A. PRENTIS, LAZARUS WHITE, CHARLES B. SPENCER INC., changing its name to EDLACH INC., was filed 06/28/1973.

A Certificate of Amendment EDLACH INC., changing its name to HAZEN AND SAWYER ENVIRONMENTAL CONSULTANTS, INC., was filed 11/06/1991.

A Certificate of Amendment HAZEN AND SAWYER ENVIRONMENTAL CONSULTANTS, INC., changing its name to ENVIRONMENTAL CONSULTANT SERVICES, INC., was filed 10/10/2014.

A Certificate of Amendment ENVIRONMENTAL CONSULTANT SERVICES, INC., changing its name to LOUIS BERGER U.S., INC., was filed 04/06/2016.

A Certificate of Amendment LOUIS BERGER U.S., INC., changing its name to WSP USA SOLUTIONS INC., was filed 01/02/2020.

STATE OF NEW YORK ★ DEPARTMENT OF STATE ★

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 02nd day of January two thousand and twenty.

Brendan C. Hughes
Executive Deputy Secretary of State

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Corporation Bureau JAN 03 2020

Office of the New Mexico Secretary of State
Filing Number: 0002012697
Filed On: 1/8/2020
Total Number of Pages: 3 of 7

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 3, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/13

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ARROYO DE LOS CHAMISOS RFP #'18/45/P
AMENDED PROPOSED SCOPE OF WORK
FOR PHASE 1 B – LOCATION STUDY
DETAILED EVALUATION OF ALTERNATIVES

The proposed fee is based on a collection of issues that occurred which have resulted in the need for a revised scope and fee to complete Phase IB appropriately. In direct response to the input provided at the first public meeting in March of 2020, the study team expanded the study area to include additional street segments and intersections, including traffic calming/complete streets measures, as well as a focus on potential impacts to the adjacent drainage conditions and natural environment near the project corridor. Placing a new multi-barrel drainage structure in the arroyo may require slope stabilization and other considerations that should be considered for engineering feasibility. In addition, COVID-19 effects on travel patterns and traffic counts has also caused some challenges; therefore, strategies to collect adequate traffic count data for the study have also been revised. Finally, the need to create a public outreach plan and public meetings under virtual conditions requires modified effort.

Key assumptions for the Phase IB efforts include:

- The results of the detailed traffic analysis will be needed to identify if improvements to the Cerrillos Road/Richards Avenue and Rodeo Road/Richards Avenue intersections will be proposed. As such, design survey at these intersections will not be performed in Phase IB. If needed, design survey for the specific needs will be part of Phase ID Preliminary Design.
- Existing right-of-way will be established based on available records such as subdivision plats and existing right-of-way maps, as available. Title reports will not be obtained for the Phase IB efforts.
- Landscaping and aesthetic design is not included in Phase IB.
- Environmental conditions and potential impacts will be considered for the preferred alternative. However, the detailed environmental investigations and field surveys, as needed under the National Environmental Policy Act (NEPA), as well as associated documentation, will be performed in Phase IC.
- A preliminary and final drainage report including hydrologic analyses, geotechnical exploration and testing, and subsurface utility engineering (SUE) quality levels B and A will be performed in Phase ID as part of preliminary design.

The following work plan supplements the scope of services in Exhibit A of the contract is organized by the five categories used to establish the level of effort for the cost proposal. The following deliverables will be prepared for Phase IB of this project:

- Topographic survey
- Existing right-of-way limits
- Proposed right-of-way impacts
- Initial utility coordination, alert letter and contacts list
- Geotechnical scoping study memorandum
- Streetlight big data findings
- AM and PM peak-hour traffic volumes, existing and design-year
- Peak-hour traffic operations analyses, existing and design-year
- Conceptual design plans for the proposed improvements
- Engineer's estimate of probable costs

- Virtual public meeting and summary of comments
- Photo simulations of proposed improvements, five view matches
- Phase IB report, draft and final

Phase IB Scope of Work

B.1 Detailed Evaluation of Alternatives

Geotechnical Scoping Study Memorandum

Engineer will conduct an office scoping study of the Richards Avenue corridor to document existing mapping of Natural Resources Conservation Service (NRCS)/ United States Department of Agriculture (USDA) Soil Mapping, evaluate variability of site soils, and review structural geology conditions. Terrain analyses will consider past land use and geomorphology changes of the site. Engineer will conduct a site visit using global positioning system (GPS) to walk the alignment and evaluate the surficial ground conditions at a scale of 1:200 feet and document potential geologic hazards that will be considered in the detailed geotechnical report. An exploration plan for Phase ID/Phase II will be prepared and submitted with the geotechnical scoping study memorandum.

Streetlight Big Data Analysis and Documentation

This purpose of this task is to obtain "big data" from the vendor Streetlight Data, Big Data for Mobility, to augment traffic data obtained during the COVID-19 pandemic that is not representative of pre-pandemic conditions. Engineer will secure a vendor agreement to procure the big data needed for the project. See the Exhibit 1 for the approximate proposed zone locations; fifty (50) zones.

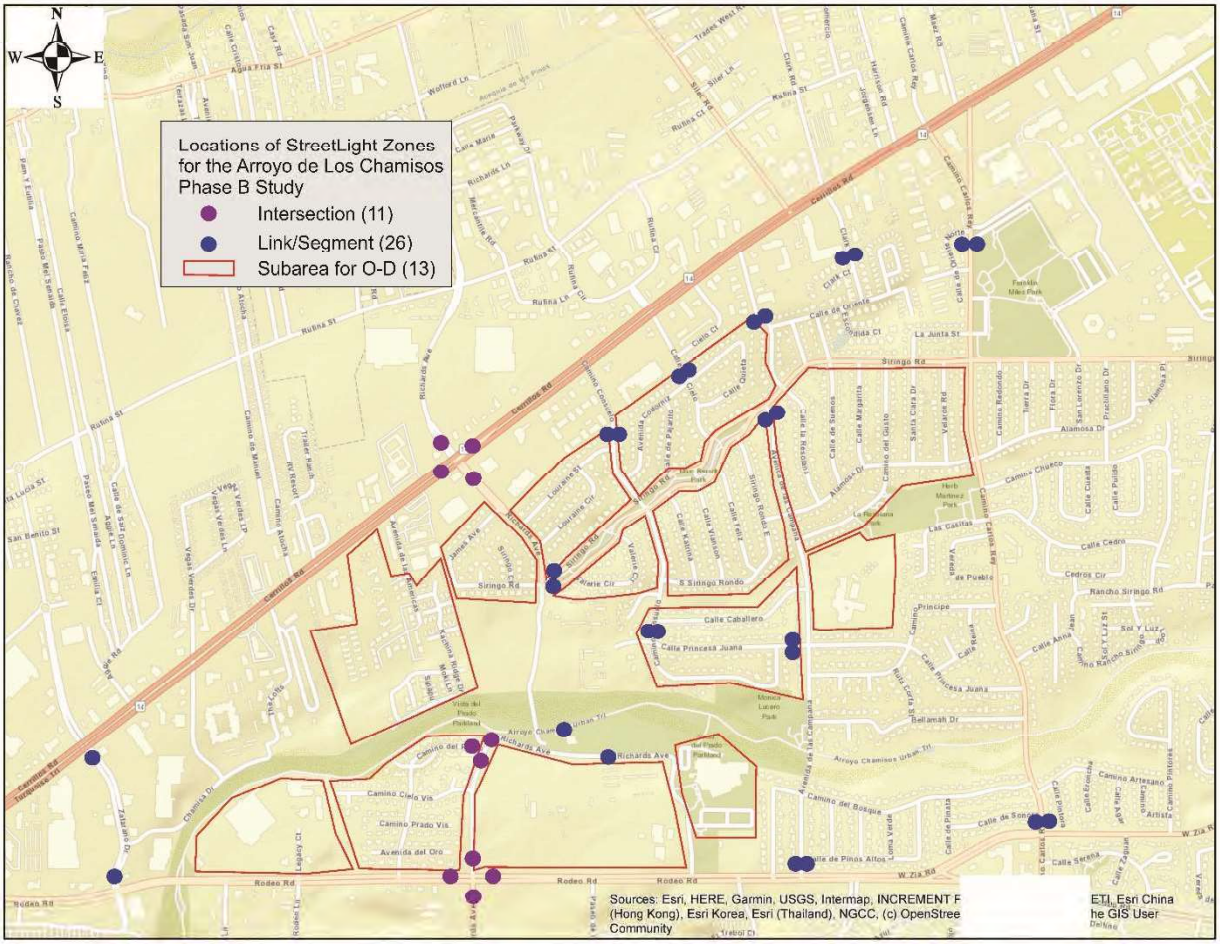
Engineer will use the Streetlight database to set-up and extract the big data needed for this project. Data extracted will reflect multiple days/months of data to provide average statistics for years 2018 and/or 2019. This effort will include:

- Setting up 50 advanced analytics zones.
- Correlating the Streetlight data to traffic count data obtained for this project in Task 7.
- Extracting turn movement percentages for four (4) intersections, and verifying existing turn movement volumes at the intersections.
- Estimating peak-hour and daily volumes using the local street system.
- Reviewing Top Routes and/or origins-destinations for key movements along the corridor and from places within the project vicinity.
- Summarizing data.

Traffic Study for Richards Alignment Only

The detailed traffic operations analysis will focus on the AM and PM peak-hour existing (2019) and proposed (2040) conditions. To estimate traffic volumes for existing conditions, new 9-hour turning movement counts will be collected at four intersections including Richards Ave/Rodeo Rd, Richards Ave/Camino del Prado, Richards Ave/Siringo Rd, and Richards Ave/Cerrillos Rd. The AM and PM peak-hour traffic counts will be adjusted to pre-COVID levels through the use of the NMDOT Method 3 as defined in the NMDOT Guidelines of October 5, 2020: *Alternative Means to Develop Base Turning Movements Volumes for Traffic Impact Studies During COVID-19 Times*. Streetlight big data will be used to adjust the turning movements consistent with the NMDOT Guidelines.

Exhibit 1, Preliminary Layout for Streetlight Big Data Zones



The Santa Fe regional travel demand (VISUM) model will be used to develop estimates of the 2040 design-year AM and PM peak-hour traffic volumes at the four intersections identified above for both the no-build and build scenarios. The 2040 no-build scenario traffic volumes will be estimated by applying the growth from the VISUM model onto the adjusted existing condition traffic volumes. The 2040 build scenario traffic volumes will be developed by applying the difference between the no-build and build scenarios in the VISUM model.

Traffic operations analyses will be performed for the AM and PM peak-hours using the Highway Capacity Software (HCS), for existing and design-year conditions. The results of the traffic analysis will be documented in the Phase IB report; a separate traffic report will not be prepared.

Planning-level Drainage Analysis

Engineer will perform a planning-level drainage analysis to identify storm drain system needs for the proposed street extensions, capacity requirements for concrete box culverts (or round/arch pipe alternatives), and anticipated erosion and scour protection within the arroyo. Engineer will coordinate with the City Public Works Department's River and Watershed Section and the Federal Emergency Management Agency (FEMA) to discuss drainage requirements at a planning level.

Hydraulic analysis will be performed using HY-8 to size concrete box culverts (CBCs) based on flows documented in the Phase IA report. Hydrologic analysis will not be performed for the arroyo as part of

Phase IB. A review of the historic aerial photos from Google Earth reveals that the alignment of Arroyo Chamisos upstream and downstream of the proposed crossing is fairly unstable; the aerial photos show that the main channel of Arroyo Chamisos is still dynamic and it has widened and shifted to the north at the proposed CBC crossing after the construction of the low water crossing (access road to the fire station) between 2005 and 2009. Engineer, in coordination with the City of Santa Fe and FEMA, will engineer the layout of the proposed CBC and its wingwalls and will prepare conceptual drawings that includes stabilization of the banks of the arroyo upstream and downstream of the crossing. Engineer will also evaluate the effect of the existing low water crossing on the Arroyo Chamisos and recommends whether the structure should be removed or remain in place after the project is complete.

The existing storm drain system in Richards Avenue between Rodeo Road and Cerrillos Road will be identified based on as-built plans and/or coordination with the City of Santa Fe. Any new storm drain system, If required, will be designed based on Manning's equation only and will not include backwater analysis. Stormwater runoff along the proposed street extension will be estimated using Manning's equation (simplified calculations) to identify curb inlet spacing based on managing spread along the roadway. Requirements to connect the existing and proposed storm drain systems will be identified. Outlet protection analysis will be performed for the CBCs to determine dimensions of riprap aprons.

A separate drainage analysis report will not be prepared; the drainage analysis results will be incorporated into the Phase IB report.

Conceptual Design and Evaluation

Conceptual design plans for the proposed improvements will include existing and proposed typical sections, typical pavement sections, plan and profile layouts of the entire corridor, and conceptual layouts for the concrete box culverts. Basic horizontal and vertical geometry will be annotated on the layouts; geometric details will be provided for vertical curves. The plan sheets will be created to expedite preliminary design plan development. Existing and proposed right-of-way will be shown. Proposed right-of-way will include additional permanent takes, construction maintenance easements, and temporary construction permits. If any encroachments are identified, a listing will be made describing the type and location of the encroachment and the property owner.

The results of the detailed traffic analysis will be needed to identify if improvements to the Cerrillos Road/Richards Avenue and Rodeo Road/Richards Avenue intersections will be proposed. Concept layouts in plan view only will be prepared for these intersections if required.

The conceptual design efforts will include:

- Refined typical sections
- Roadway alignment modeling (concept design level to set vertical profile and slope limits)
- Roadway geometry in plan view
- Layouts of traffic calming and complete streets features
- Intersection geometry for special intersection treatments in plan view (i.e., traffic circles)
- Initial layouts for concrete box culverts (or round/arch pipe alternatives) including sizes, aprons and scour protection, and cover depths
- Layouts of proposed drainage system features in plan view (no structure sections)
- Sidewalk/multi-use trails and connections, including anticipated requirements to satisfy ADA/PROWAG
- Identification of ROW impacts and acquisition needs

Prepare Estimate of Probable Costs

Engineer will prepare estimates of probable costs for the proposed improvements at a conceptual level based on today's dollars and using current unit costs for construction items. The cost estimate will not include temporary or permanent right-of-way costs.

Prepare Phase IB Report

The Engineer will prepare draft and final versions of a Phase IB Report documenting the detailed engineering evaluation of alternatives. An Executive Summary will be prepared. Up to ten (10) hard copies and associated digital files for the draft and final versions will be submitted.

After the draft version of the report, Engineer will prepare resolutions to and address comments from the City before submitting the final version of the report. A draft review and a final draft review is included prior to submittal of the Final Phase IB Report.

Quality control

Engineer will implement quality control procedures for the conduct and completion of project tasks. Deliverables will be reviewed prior to submittal to the City.

B.2 Environmental Investigations and Documentation

An assessment of potential environmental impacts associated with the proposed improvements will be performed. The findings will be documented in the Phase IB report.

B.3 Property Ownership, Location Survey and Mapping

Location/Topographical Survey

The limits of the topographical survey will be as shown in Exhibit 2. The survey will include the Richards Avenue corridor from Camino Cielo Vista north across the Arroyo de Los Chamisos to just north of James Avenue. As shown in Exhibit 2, this will include the area east of Richards Avenue to the Fire Station including the northwest corner lands of the Rodeo grounds.

Three control points will be established adjacent to the project area. A survey control plan sheet to NMDOT standards will be prepared for future inclusion in the construction plan set.

Survey data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits will be mapped during the survey including, but not limited to, grade breaks, drainage structures, fences, walls, sidewalks and curb ramps (face to face each side of Richards Avenue limits), curb/gutter, edge of pavement/ concrete, visible utility features, and multi-use trails within the limits. Limits of side streets to include up to curb returns or projected ROW lines crossing side streets, except for Camino del Prado

Exhibit 2, Topographical Survey Limits

which will extend 50 feet past the curb return. An existing surface in AutoCAD Civil 3D 2018 format will be provided.

Manhole invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits if the survey crew is provided access by City of Santa Fe Staff and able to open the manhole cover safely. No manholes will be opened within roadways which require traffic control to open.

Define Existing Right-of-Way (ROW)

Existing subdivision plats and ROW Maps, if available, will be researched to establish the existing ROW for Richards Avenue to sufficient accuracy for determination of existing encroachments. If insufficient monumentation is recovered, Surveyor will coordinate with design team to determine further action or analysis. Existing plats/documents will be researched to show existing tracts within the existing Arroyo de Los Chamisos. Based on the records research and verification by existing survey monuments in the field, existing ROW limits will be established in AutoCAD Civil 3D 2018.

A boundary survey as defined per New Mexico Minimum Standards for Surveying is not included in this scope. Right-of-Entry requests for surveying purposes will be initiated by the City, as well as final responsibility to obtain the necessary access to properties, prior to field survey. Engineer will provide information on location needed and associated property owner information based on existing records.

B.4 Coordination

Project Management and Coordination

Engineer will be responsible for the coordination of project activities with the City of Santa Fe Project Manager(s) and the project team established for this project. Engineer will be responsible for:

- Ongoing coordination with the City of Santa Fe Project Manager(s).
- Scheduling project team meetings assumed to occur on average every six (6) weeks over the duration of this project phase. Up to six (6) project team meetings are included in this phase. The meetings will be held virtually using Microsoft Teams or similar.
- Preparation of meeting summaries within two weeks of meetings.
- Distribution of pertinent project documents/deliverables.

Utility Coordination

Utilities will be identified schematically based on available geographical information system (GIS) information and information requested from/provided by the utility owners. Engineer will provide utility coordination services as follows:

- Identify utility owners with facilities in the project limits that may be affected by proposed improvements and develop Utility Contact List. Identify appropriate utility project contact/utility project engineer or lead.
- Prepare and distribute an Alert Letter to each utility to inform them of the proposed project.
- Coordinate and schedule one (1) virtual utility coordination meeting using Microsoft Teams or similar.
- Prepare a summary of the utility meeting for distribution to meeting attendees.

Agency Coordination

Engineer will complete coordination with the following agencies/organizations, to ensure their concerns and input are considered and addressed. Coordination efforts will be done via telephone/video conference/email.

- Coordination with City Governing Body
- Bicycle and Trails Advisory Committee (BTAC)
- Santa Fe Metropolitan Planning Organization (SFMPO)

B.5 Public Involvement

One (1) public meeting will be held under a virtual platform for Phase IB. Major tasks include project coordination with City Staff, following the Early Neighborhood Notification (ENN) public notification and outreach processes (i.e., mailings and advertisements), preparation of the virtual presentation materials, recording of the virtual meeting, collecting and summarizing comments, and summarizing the planning efforts and comments for inclusion in the Phase IB report. One practice with the full project team, prior to the public meeting presentation, is included.

Engineer will develop one computer-generated 3-D model of the proposed improvements for the new crossing of Arroyo de Las Chamisos. The 3-D model will be based on an AutoCAD design drawing developed as part of the conceptual design efforts and will be developed using the Autodesk 3D Studio Max software. Using high-definition photos taken with a drone, Engineer will view match five (5) photo-based backgrounds to the 3-D model. The results will be digital images of photo simulations of the proposed improvements for comparing existing (before) and proposed (after) conditions.

EXHIBIT B-1

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

ENGINEEERING COST SUMMARY
PART 1 - GENERAL

1. NAME OF PROJECT: Arroyo de Los Chamisos Crossing	**2. CIP#: RFP#'18/45/P**
3. NAME OF CONTRACTOR: WSP USA Solutions Inc. (formerly Louis Berger U.S., Inc.)	**4. DATE OF PROPOSAL: June 7, 2018**
5. ADDRESS OF CONTRACTOR: **2019 Galisteo Street, Suite M-1** **Santa Fe, NM 87505**	**6. TYPE OF SERVICE TO BE FURNISHED:** **Professional Services** **A. WORK ELEMENT (by project phase):** **Phase IB - Location Study Detailed Evaluation**

PART 2 - COST SUMMARY
BASIC SERVICES

7. DIRECT LABOR (specify categories)	**ESTIMATED HOURS**	**HOURLY RATE**	**ESTIMATED HOURLY COST**	**TOTALS**
PROJECT MANAGER	234	$82.60	$19,328.40	
SR SUPV ENGINEER	30	$85.22	$2,556.60	
SUPV ENGINEER	44	$72.66	$3,197.04	
LEAD ENGINEER	20	$61.59	$1,231.80	
SR TECHNICAL SPECIALIST	72	$57.00	$4,104.00	
LEAD DESIGN VISUALIZATION SPECIALIST	66	$50.70	$3,346.20	
SR ENGINEER	140	$49.74	$6,963.61	
ENGINEER III	12	$40.25	$483.00	
ENGINEER II	66	$36.74	$2,424.84	
ENGINEER I	176	$31.86	$5,607.36	
SR CONTRACTS MANAGER	12	$56.24	$674.88	
SR PROJECT ACCOUNTANT	8	$46.23	$369.84	
DIRECT LABOR TOTAL:	**880**		**$50,287.57**	**$50,287.57**
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
Direct Labor 138.27%	1.3827	$50,287.57	$69,532.62	
OVERHEAD TOTAL:			**$69,532.62**	**$69,532.62**
9. FEE OR PROFIT (show rate and base)	15%	$119,820.19	$17,973.03	**$17,973.03**

SUPPLEMENTAL SERVICES

10. SUBCONTRACTS (Identity & purpose)	**ESTIMATED COST**	
Bohannan Huston Inc - surveying, traffic, planning/public involvement	$82,209.29	
Pathfinder Environmental, LLC - public involvement support	$2,180.00	
YeDoma Consultants, LLC - geotechnical	$3,234.00	
SUBCONTRACTOR TOTAL:	$87,623.29	**$87,623.29**

11. SPECIAL EQUIPMENT	**RATE**	**ESTIMATED HOURS**	**ESTIMATED COST**	
EQUIPMENT TOTAL:				

12. TRAVEL				**ESTIMATED COST**	
A. Transportation: mileage	357	$	0.560 per mile	200	
B. Per diem					
			TRAVEL TOTAL	$200.00	**$200.00**

13. OTHER REIMBURSEABLE COST	**RATE**	**ESTIMATED HOURS**	**ESTIMATED COST**	
Billed at cost				
Drone High Resolution Photos			$600.00	
Reproduction/Printing			$800.00	
Streetlight Big Data			$14,400.00	
OTHER REIMBURSABLE TOTAL:			$15,800.00	**$15,800.00**

SUBTOTAL ITEMS 7 - 13:	**$241,416.50**
14. GROSS RECEIPTS 8.4375%	$20,369.52
15.a TOTAL PRICE (WITHOUT ADJUSTING FOR REMAINING PHASE IB BUDGET)	$261,786.02
15.b REMAINING PHASE IB BUDGET INCLUDING GROSS RECEIPTS TAX	($99,048.41)
15.c ADJUSTED TOTAL PRICE FOR AMENDMENT 1	**$162,737.61**

16. SIGNATURE OF PREPARER	OWNER'S REVIEW BY	ENGINEERING PROJECT MANAGEMENT DIVISION

EXHIBIT C

City of Santa Fe - RFP #'18/45/P
Work-Hour Proposal
Arroyo de Los Chamisos Crossing

Phase IB Amendment 3/12/2021

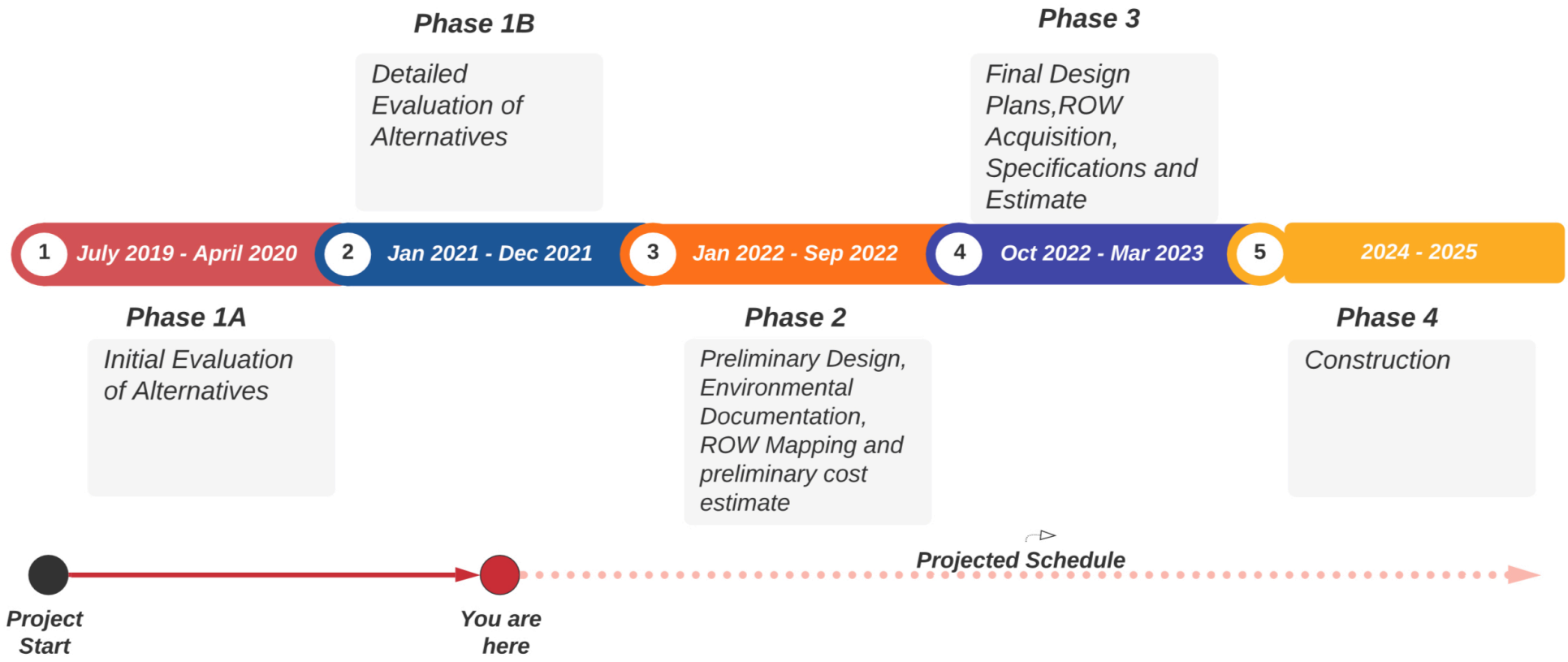
WSP Staff Allocation	Direct Labor (Hourly)	Overhead 138.27%	Fee 15.00%	Phase IB Man-Hours	Phase IB Cost
PROJECT MANAGER	$ 82.60	$ 114.21	$ 29.52	234	$ 52,961.85
SR SUPV ENGINEER	$ 85.22	$ 117.83	$ 30.46	30	$ 7,005.35
SUPV ENGINEER	$ 72.66	$ 100.47	$ 25.97	44	$ 8,760.23
LEAD ENGINEER	$ 61.59	$ 85.16	$ 22.01	20	$ 3,375.26
SR TECHNICAL SPECIALIST	$ 57.00	$ 78.81	$ 20.37	72	$ 11,245.39
LEAD DESIGN VISUALIZATION SPECIALIST	$ 50.70	$ 70.10	$ 18.12	66	$ 9,168.94
SR ENGINEER	$ 49.74	$ 68.78	$ 17.78	140	$ 19,081.00
ENGINEER III	$ 40.25	$ 55.65	$ 14.39	12	$ 1,323.47
ENGINEER II	$ 36.74	$ 50.80	$ 13.13	66	$ 6,644.32
ENGINEER I	$ 31.86	$ 44.05	$ 11.39	176	$ 15,364.76
SR CONTRACTS MANAGER	$ 56.24	$ 77.76	$ 20.10	12	$ 1,849.24
SR PROJECT ACCOUNTANT	$ 46.23	$ 63.92	$ 16.52	8	$ 1,013.40
Sub-Total WSP				880	$ 137,793.21
Sub-Consultants					
Bohannan Huston, Inc.					$ 82,209.29
Pathfinder Environmental, LLC					$ 2,180.00
YeDoma Consultants, LLC					$ 3,234.00
Sub-Total Subs					$ 87,623.29
Direct Expenses					
Travel					$ 200.00
Streetlight Big Data					$ 14,400.00
Reproduction/Printing					$ 800.00
Drone High-Resolution Photos					$ 600.00
Sub-Total Direct Exp					$ 16,000.00
Proposed Phase IB Total (excl. tax)					**$ 241,416.50**
Existing Remaining Contract Amount					
Remaining Phase IB Budget (excl. tax)					$ 91,341.47
Sub-Total Remaining Budget (excl. tax)					$ 91,341.47
Phase IB Amended Total (excl. tax)					**$ 150,075.03**

PHASE IB - ACTIVITIES	Estimated Work-Hours												
	PROJECT MANAGER	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR TECHNICAL SPECIALIST	LEAD DESIGN VISUALIZATION SPECIALIST	SR ENGINEER	ENGINEER III	ENGINEER II	ENGINEER I	SR CONTRACTS MANAGER	SR PROJECT ACCOUNTANT	Totals
Phase IB - Detailed Evaluation													
B.1 Phase IB Detailed Evaluation of Alternatives													
Geotechnical Scoping Study Memorandum													
1. Review Yedoma submittal	2												2
Sub-Total	2	0	0	0	0	0	0	0	0	0	0	0	2
Streetlight Big Data Analysis and Documentation													
1. Secure vendor agreement for 50 zones									2				2
2. Perform analysis of the big data	4								36				40
3. Summarize key findings	2								8				10
Sub-Total	6	0	0	0	0	0	0	0	46	0	0	0	52
Traffic Study for Richards Alignment Only													
1. Review BHI submittals for quality and completeness	4								4				8
Sub-Total	4	0	0	0	0	0	0	0	4	0	0	0	8
Planning-Level Drainage Analysis													
1. Coordinate with City PWD River and Watershed section			4				8						12
2. Coordinate with FEMA and Army Corps			4				8						12
3. Define existing storm drain system in Richard's Avenue. Design new storm drain systems using Manning's equation; no backwater analysis.			4				4			16			24
4. HY-8 hydraulic analysis to size CBCs. Engineer the layout of the CBCs and their wingwalls. Evaluate whether the exisitng low water crossing should be removed or stay in place.			8				24						32
5. Street runoff spread evaluation and need for curb inlets			4				4			12			20
6. Outlet protection for CBC riprap aprons, and arroyo sides			8				16			8			32
7. Summarize drainage analysis and results for Phase IB report			8				24			8			40
Sub-Total	0	0	40	0	0	0	88	0	0	44	0	0	172
Conceptual Design and Evaluation													
1. Develop refined typical sections and get approved by City	2				2					4			8
2. Define the proposed pavement section					2								2
3. Roadway alignment modeling (create surface and define slope limits)					4					16			20
4. Roadway horizontal geometry (plan view), incls. P&P plan sheet set-up	2				6					24			32
5. Define traffic calming features and get approved by City	4									6			10
6. Special intersection layouts	4				4					16			24
7. Concrete Box Culvert Layouts (main channel and north fork)		4					8	12					24
8. Storm drain system features in plan view							8						8
9. Sidewalks and multi-use trails and connections, incls. ADA/PROWAG feasibility	4				8					16			28
10. Concept layouts in plan view, Richards at Rodeo and Cerrillos	2									8			10
12. List of encroachments					2					2			4
Sub-Total	18	4	0	0	28	0	16	12	0	92	0	0	170
Prepare Estimate of Probable Costs													
1. Estimate quantities and unit costs, prepare estimate	2				6		4			12			24
Sub-Total	2	0	0	0	6	0	4	0	0	12	0	0	24
Prepare Phase IB Report													
1. Draft report	48			16	16		8		16				104
2. Executive Summary	8												8
3. Final Report	8												8
Sub-Total	64	0	0	16	16	0	8	0	16	0	0	0	120
Quality Control of Major Deliverables													
1. Concept design plans and cost estimate		8		4									12
2. Draft Phase IB report		12											12
3. Final Phase IB report		6											6
Sub-Total	0	26	0	4	0	0	0	0	0	0	0	0	30
Task 1 Sub-total	96	30	40	20	50	0	116	12	66	148	0	0	578

PHASE IB - ACTIVITIES	Estimated Work-Hours												
	PROJECT MANAGER	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR TECHNICAL SPECIALIST	LEAD DESIGN VISUALIZATION SPECIALIST	SR ENGINEER	ENGINEER III	ENGINEER II	ENGINEER I	SR CONTRACTS MANAGER	SR PROJECT ACCOUNTANT	Totals
Phase IB - Detailed Evaluation													
B.2 Environmental Investigations and Documentation													
Environmental Documentation													
1. Assessment of potential environmental impacts (BHI)	4												4
Sub-Total	4	0	0	0	0	0	0	0	0	0	0	0	4
Task 2 Sub-total	4	0	0	0	0	0	0	0	0	0	0	0	4
B.3 Property Ownership, Location Survey & Mapping													
Location/Topographical Survey													
1. Review BHI submittals for quality and completeness					6								6
Sub-Total	0	0	0	0	6	0	0	0	0	0	0	0	6
Existing and Proposed ROW													
1. Review BHI existing ROW boundaries					2								2
2. Define ROW impacts based on proposed improvements	2				2					4			8
3. Quantify acquisition areas										4			4
Sub-Total	2	0	0	0	4	0	0	0	0	8	0	0	14
Task 3 Sub-total	2	0	0	0	10	0	0	0	0	8	0	0	20
B.4 Coordination													
Project Management and Coordination													
1. Contract Administration	16					2					12	8	38
2. Ongoing Coordination with City PMs	40												40
3. Project Team meetings (up to 6)	12		4		8		4			8			36
4. Meeting summaries	4												4
Sub-Total	72	0	4	0	8	2	4	0	0	8	12	8	118
Utility Coordination													
1. Identify utility owners, make contacts list, identify leads							8						8
2. Prepare and distribute an alert letter	1						6						7
3. Prepare for and hold a utility coordination meeting (virtual)	2						4						6
4. Prepare meeting summary	1						2						3
Sub-Total	4	0	0	0	0	0	20	0	0	0	0	0	24
Agency Coordination													
1. City Governing Body	10												10
2. Bicycle and Trails Advisory Committee (BTAC)	4												4
3. Santa Fe MPO	2												2
Sub-Total	16	0	0	0	0	0	0	0	0	0	0	0	16
Task 4 Sub-total	92	0	4	0	8	2	24	0	0	8	12	8	158
B.5 Public Involvement													
Public Involvement													
1. Coordinate with BHI (BHI leading PI)	4												4
2. Prepare PowerPoint Presentation	16									4			20
3. Prepare for Virtual Public Meeting	4									4			8
4. Attend Virtual Public Meeting	4									4			8
5. Review and respond to comments, as required	4												4
6. Develop Photo Simulations (five view matches)	8				4	64							76
Sub-Total	40	0	0	0	4	64	0	0	0	12	0	0	120
Task 5 Sub-total	40	0	0	0	4	64	0	0	0	12	0	0	120
Phase IB Total Man-hours	234	30	44	20	72	66	140	12	66	176	12	8	880

Arroyo de los Chamisos Crossing

City of Santa Fe | June 29, 2021



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200292**

Contractor: **WSP USA Solutions, Inc. (formerly known as Louis Berger)**

Description: **CIP #876B - Arroyo De Los Chamisos Crossing Project - to connect Rodeo Road/ Richards Avenue to Cerrillos Road by crossing Arroyo De Los Chamisos.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **03/06/2019** Term End Date: **03/06/2023**

☑ Approved by Council Date: **02/27/2019**

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **19-0127**

Increase/(Decrease) Amount $ **1,000,000 (sum not to exceed excluding NMGRT)**

Extend Termination Date to:

☑ Approved by Council Date: **Pending**

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

1) Scope of Work - refine Phase 1B and include Phase 2 - Preliminary Design, Phase 3 - Final Design, and Phase 4 - Construction Services as described in RFP#'18/45/P.
2) Compensation - increase by a sum not to exceed $1,000,000 excluding NMGRT. Original contract was $248,274.11 excluding NMGRT; amended compensation will be $1,248,274.11 excluding NMGRT.

3. **Procurement History:**

Fran Delaney (Jul 20, 2021 11:16 MDT) Jul 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **Road Impact Fees** **Org / Object:** **3309980.572960**

Andy Hopkins (Jul 20, 2021 10:42 MDT) Jul 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WSP USA Solutions, Inc.

Procurement Title: Amendment No. 1 to Professional Services Agreement Item #19-0127

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☑ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☑	☐	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☐	Other:

Romella Glorioso-Moss	Projects Administrator	07/08/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaney (Jul 20, 2021 11:16 MDT)	Chief Procurement Officer	Jul 20, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

GB PW - WSP INC (Amendment #1)

Final Audit Report 2021-07-21

Created:	2021-07-20
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArvejtM4VMp8vSkxCOf3myXOUwxj8RjKM

"GB PW - WSP INC (Amendment #1)" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-07-20 - 2:33:48 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-20 - 2:59:28 PM GMT

Email sent to ajarhuleta@santafenm.gov bounced and could not be delivered
2021-07-20 - 2:59:31 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-20 - 4:28:50 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-20 - 4:42:22 PM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-20 - 4:42:26 PM GMT

Email sent to ajarhuleta@santafenm.gov bounced and could not be delivered
2021-07-20 - 4:42:46 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-21 - 3:14:09 AM GMT

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-21 - 3:16:13 AM GMT - Time Source: server

Agreement completed.
2021-07-21 - 3:16:13 AM GMT

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: WSP USA INC.
DBA: WSP USA INC.

Business Location: 2440 LOUISIANA BLVD STE. 400
ALBUQUERQUE, NM 87110

CRS Number: 01195458002

Owner: Meghan Soto

License Number: 230689

License Type: Business License - Renewable

Issued Date: July 01, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: July 01, 2022

Fees Paid: $10.00

WSP USA INC.
ONE PENN PLAZA, 4TH FLOOR
NEW YORK, NY 10119

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	**CONTACT NAME:** AJG Service Team **PHONE (A/C, No, Ext):** 212-994-7100 **FAX (A/C, No):** 212-994-7047 **E-MAIL ADDRESS:** GGB.WSPUS.CERTREQUESTS@AJG.COM
INSURED WSPGLOB-01 WSP USA Solutions Inc. One Penn Plaza New York, NY 10119	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Insurance Corporation — 42404 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1393292247 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO983581907	4/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 5,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS7-621-094060-030	4/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC014438604	4/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-62D-094060-010	4/1/2020	5/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Arroyo de Los Chamisos Crossing - RFP #18/45/P - CIP # 875B.
City of Santa Fe is an Additional Insured as respects General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to Additional insured, as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	**CONTACT NAME:** AJG Service Team **PHONE (A/C, No, Ext):** 212-981-2485 **FAX (A/C, No):** 212-994-7074 **E-MAIL ADDRESS:** GGB.WSPUS.CertRequests@ajg.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : QBE Specialty Insurance Company — 11515
INSURED WSPGLOB-01 WSP USA Solutions Inc. One Penn Plaza New York, NY 10119	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2085139010 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2020	10/31/2021	Per Claim/Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Arroyo de Los Chamisos Crossing - RFP #18/45/P - CIP # 875B.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/ Engineering - Roadway & Trails	07/22/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	EN193300D	250000	
Capital Transfer Out to Streets / Roads CIP	2320471	760330		250000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer In from Roads Impact Fees	3309980	660232		-250000	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To budget the completion of Phase 1B Detailed Analysis of Alternative B.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	-250000
TOTAL:	0

Romella Glorioso-Moss 07/08/21
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Jul 22, 2021 15:02 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Jul 22, 2021 15:08 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

City of Santa Fe New Mexico
Memorandum

Date: May 4, 2021

To: Capital Improvement Advisory Committee (CIAC)

Via: Carlos Gemora, Senior Planner, Land Use Department
Regina Wheeler, Public Works Department Director RW
Javier Rosado, PE, Engineering Division Director JR

From: Romella Glorioso-Moss, AICP, Public Works Project Administrator RGM

RE: CIP #876B - Arroyo De Los Chamisos Crossing

ITEM AND ISSUE:
Request for Approval to Allocate Additional Roads Impact Fees Funds up to $250,000 to Complete Phase 1B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT process.

BACKGROUND AND SUMMARY:
Based on Resolution 2018-60 (Exhibit A) the CIAC has approved the use $250,000 from Road Impact Fees Fund to retain the professional services of Louis Berger/WSP Consultants to conduct Phase 1 A & B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT's process. In this context, the location study refers to the evaluation of three alternative alignments to provide the City with a preferred alignment to cross the Arroyo. A proper crossing of the Arroyo De Los Chamisos has always been a deterrent for connecting the north and south ends of Richards Avenue which is the "principal gateway" to the Santa Fe Community College District.

The NMDOT Location Study Procedures (2015) is typically divided into 4 phases as follows:

- Phase A – Initial Evaluation of Alternatives
- Phase B – Detailed Evaluation of Alternatives
- Phase C – Environmental Documentation
- Phase D – Preliminary Design

WSP Consultants has completed Phase 1A – Initial Evaluation of Alternatives, and at the Early Neighborhood Notification (ENN) meeting on March 10, 2020, presented to the public three alternatives for developing the Crossing. The majority of the 153 community members who attended the ENN meeting supported Alternative B to move forward to Phase 1B – Detailed Evaluation of Alternatives. Alternative B as shown on Figure 1 below proposes extension of Richards Avenue north across the Arroyo de Los Chamisos connecting to the existing Richards Avenue/Siringo Road intersection for access to the Richards Avenue/Cerrillos Road signalized

Fig. 1

intersection. The emergency access road across the Arroyo De Los Chamisos for Santa Fe Fire Station 7 would be replaced by the new all-weather crossing.

At the ENN meeting, the Public requested the following to be considered during Phase 1B study:

- More in-depth analysis of traffic data and travel patterns, with the collection of more comprehensive traffic counts within and beyond the study area.
- Consideration of how to integrate bicycle and pedestrian facilities into the roadway design.
- Further coordination with impacted neighborhoods to preserve landscape character.
- Special consideration for the natural resources that may be impacted.

Staff and Consultants agreed to the above requests as necessary resulting to amending the Scope of Work (SOW), attached as Exhibit B. These additional studies added $162,738 including 8.437% NMGRT (Exhibit C). However, due to so much uncertainty due to the COVID 19 pandemic especially on adjustments needed to be done on public engagement, Staff is requesting up to $250,000 additional funding allocation to complete Phase 1B – Detailed Analysis of Alternative B.

As shown in Exhibit D, Phase 1B is scheduled to be completed in December 2021. The Preliminary and Final Design is anticipated to begin in Jan/Feb 2022. Staff has applied funding for design plan through construction for $5M from two funding sources: NM Surface Transportation Block Grant (applied in December 2020); and to US Congress Transportation Infrastructure Committee through the Office of Congresswoman Theresa Leger-Fernandez NM-03 (applied in April 2021). Staff expects application results from these two funding sources in May/June 2021.

ACTION REQUESTED:
To approve the use of up to $250,000 of Road Impact Fees Fund to complete Phase 1B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT process.

ATTACHMENTS:
Exhibit A – Resolution 2018-60
Exhibit B – Amended Scope of Work
Exhibit C – Amended Project Cost Estimate
Exhibit D – Proposed Schedule

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2018-60

INTRODUCED BY:

Councilor Mike Harris

Councilor JoAnne Vigil Coppler

A RESOLUTION

AMENDING TABLE 80 OF THE CITY OF SANTA FE IMPACT FEE CAPITAL IMPROVEMENTS PLAN 2020 REGARDING PLANNED MAJOR ROAD IMPROVEMENTS AND ADDING "ARROYO DE LOS CHAMISOS CROSSING" AS AN ELIGIBLE PROJECT TO THE PLANNED MAJOR ROAD IMPROVEMENTS 2014-2020 LIST OF THE IFCIP 2020.

WHEREAS, on August 27, 2014, the Governing Body approved Resolution No. 2014-71 adopting the *Impact Fee Capital Improvements Plan 2020* (the "*IFCIP 2020*") for the city of Santa Fe; and

WHEREAS, Appendix G: "Capital Facility Plans" of the *IFCIP 2020* included Table 80, "*Planned Major Road Improvements, 2014-2020*", that specified roads to be improved and eligible to receive roadway impact fee funds; and

WHEREAS, the City of Santa Fe is experiencing significant growth along Richards Avenue south of Rodeo Road; and

WHEREAS, the City has received 169 petition signatures in support of an extension crossing

Arroyo Chamiso linking the north and south sections of Richards Avenue; and

WHEREAS, the City has identified the need for additional capital improvements, specifically an extension of Richards Avenue from its current southern terminus at Rodeo Road, north across the Arroyo Chamiso to Cerrillos Road; and

WHEREAS, the City deems the extension of Richards Avenue via the connection at Arroyo Chamiso of the north and south sections an important capital improvement vital to alleviating traffic flow through adjacent neighborhood roads including Zafarano, Avenida de Las Campanas, Camino Carlos Rey, Zia, and Governor Miles.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Appendix G, Table 80, "*Planned Major Road Improvements 2014-2020*" of the *IFCIP 2020* is amended to include the following under "Project Name", "Location" and "Cost Estimate":

Project Name	**Location**	**Cost Estimate**
Arroyo de Los Chamisos Crossing	Richards Ave. and Rodeo Road north to Cerrillos Rd.	$3,811,000.00

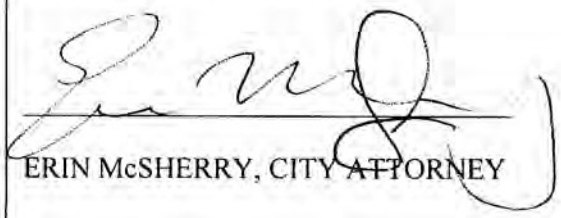
PASSED, APPROVED, and ADOPTED this 26th day of September, 2018.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN McSHERRY, CITY ATTORNEY

M/Legislation/Resolutions 2018/2018-60 Arroyo de los Chamisos Crossing

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021

ISSUE NO. 7a

Request Approval of Amendment #1 of the Professional Services Agreement #19-0127 with WSP USA for Engineering Services Related to the Arroyo Chamisos Crossing Project to Increase Compensation by a Sum Not to Exceed One Hundred Fifty Thousand, Seventy-Five Dollars and Three Cents ($150,075.03) Excluding New Mexico Gross Receipts Tax. (Regina Wheeler, PW Department Director, 955-6622, rawheeler@santafenm.gov)

1. Request Approval of Budget Amendment Resolution (BAR) in the Amount of $250,000 from Roads Impact Fees to Fund Completion of Phase 1B "Detailed Analysis of Alternative B" for CIP #876B – Arroyo De Los Chamisos Crossing Project.

Committee Review:
Finance Committee: 09/20/2021
Public Works & Utilities Committee: 09/27/2021
Governing Body: 09/29/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/29/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	EXCUSED		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for Approval of Change Order #2 to CIP #957 Aeration, Project, Bid number '20/17/B with RMCI Inc. for an increase in the amount of $750,968.20. (Efran Morales, Wastewater Management Plant Supervisor, emmorales@santafenm.gov, 955-4618)

1) Request of a BAR (Budget Adjustment Resolution) from the Wastewater Enterprise Fund in the amount of $750,968.20

COMMITTEE REVIEW:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUSE NO. 7c

Request for Approval of Change Order #2 to CIP #957 Aeration, Project, Bid number '20/17/B with RMCI Inc. for an increase in the amount of $750,968.20. (Efran Morales, Wastewater Management Plant Supervisor, emmorales@santafenm.gov, 955-4618)
1) Request of a BAR (Budget Adjustment Resolution) from the Wastewater Enterprise Fund in the amount of $750,968.20

Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to 09/20/21 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	EXCUSED		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
Memorandum

DATE: August 12, 2021

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director
Mike Dozier, Waste Water Management Director MD

FROM: Efren Morales, Waste Water Management Plant Superintendent EM

ITEM AND ISSUE:

Request approval for Change Order #2 to CIP #957 Aeration Project, Bid number '20/17/B with RMCI Inc. for an increase in the amount of $750,968.20; Request approval of a Budget Increase BAR from the Waste Water Enterprise Fund in the amount of $750,968.20.

BACKGROUND

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements needed in each of the two basins along with the replacement of the roofing for the aeration blower room that is attached to the Administration building. In 2020 RMCI was awarded the bid for the Aeration Improvement Project and in July of that year the project was started. In Change Order #1 additional sludge hauling, pump, valve changes and pipe supports in the aeration basin created additional costs to the project resulting in an increase to the original amount.

In change order #2 additional piping, sludge removal, PLC revisions, electrical conduit, pump and material testing has created additional costs that were not originaly encapsulated in the contract. When the bypass pumping was first done for the North aeration basin an additional pump was needed to safely accomadate the amount of flow coming into the system. The North basin has been completed and placed online and the south basin has been removed from service. The bypass pumping that was done for the North basin was needed to replace the sluice gate for the South basin as well. The wire size that is required for the mixer in the aeration basins need to be increased by one size. Additional sludge removal costs are included in this change order for excessive foaming issues that the facility was experiencing in March of this year. Additional cost for electrical lines and conduit were assessed for replacement of process analyzers for the aeration basins. A change in location for valves and meters that will be installed in the DAF Building was addressed and additional charges for reworking of the conduits and wireing.

PROCUREMENT METHOD:
Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:
Fund Name/Number: WWMD Cash Balance/ 500
WW Engineering/5000375
WIP Construction/572970

RECOMMENDED ACTION

PUD, WWM respectfully requests approval for Change Order #2 to CIP #957 Aeration Project, Bid number '20/17/B with RMCI Inc. for an increase in the amount of $750,968.20; and the Budget Adjustment Increase in same amount.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	8/12/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD Treatement Plant	5000375	572970	WWM2050001	750,968	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 750,968	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract change order #2 with the RMCI Inc for Aeration Project

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(750,968)
TOTAL:	**(750,968)**

Maya Martinez — 8/12/2021
Prepared By *{print name}* — Date

Michael Dozier (Aug 16, 2021 07:44 MDT) — 8/16/21
Division Director Signature *{optional}* — Date

Shannon Jones — 8/16/2021
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Andy Hopkins (Aug 16, 2021 09:40 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2

Date of Issuance:	6/8/21	Effective Date:	6/8/21
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #957
Contractor:	RMCI, Inc.	Contractor's Project No.:	2006
Engineer:	Carollo Engineers, Inc.	Engineer's Project No.:	11283A.20
Project:	Paseo Real Wastewater Treatment Plant – Aeration Improvements	Contract Name:	Paseo Real Wastewater Treatment Plant – Aeration Improvements

The Contract is modified as follows upon execution of this Change Order:

1. COP No. 1 – Blower Outlet Piping Revisions $56,392.43
2. COP No. 13 – Upsizing of Conductors for Mixer 22-01-28 ..... $408.09
3. COP No. 14 - Removal of Sludge from North Aeration Basin – (March 4th Spill)..... $71,250.00
4. COP No. 15 – Removal of Sludge from North Aeration Basin – (March 17th Spill) $3,750.00
5. COP No. 16 – Revisions to Existing Blower Building PLC Panel $8,997.04
6. COP No. 17 – Trench Drain Credit ..... $ (7,176.24)
7. COP No. 18 – Replacement of Aeration Basins Process Analyzers $128,548.30
8. COP No. 19 – VFD Conduit Routing Revisions – WAS Pumps $11,400.69
9. COP No. 20 – DAF Building Actuated Valves and Flow Meter Locations Electrical Work $25,983.24
10. COP No. 21 – DAF Building Actuated Valves and Flow Meter Locations Mechanical Work..... $5,966.15
11. COP No. 22 – Additional Pump Required for By-pass Pumping – South Aeration Basin $10,890.82
12. Additional Sludge Hauling (963 CY) – South Aeration Basin $361,125.00
13. Increase Bid Allowance for Material Testing $15,000.00
14. New Mexico Gross Receipts Tax @ 8.4375% $58,432.68

TOTAL $750,968.20

Attachments: *Change Order No. 2 Justification Summary with RMCI Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 11,661,233.20 (Inclusive of NMGRT)	Original Contract Times: 481 Calendar Days
Increase from previously approved Change Orders $ 294,446.51 (Inclusive of NMGRT)	Increase from previously approved Change Orders 52 Calendar Days
Contract Price prior to this Change Order: $ 11,955,679.71 (Inclusive of NMGRT)	Contract Times prior to this Change Order: 533 Calendar Days

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Increase of this Change Order: $ 750,968.20 (Inclusive of NMGRT)	Increase of this Change Order: 13 Calendar Days
Contract Price incorporating this Change Order: $ 12,706,647.91 (Inclusive of NMGRT)	Contract Times with all approved Change Orders: 546 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Carollo Engineers, Inc.	City of Santa Fe, NM	RMCI, Inc.
Title Senior Client Service Manager	Title	Title President/CEO
Date July 1, 2021	Date	Date 7/1/21

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC ,CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 12, 2021 15:42 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Project No. 101065

Change Order No. 2
Justification

JUSTIFICATION

COP No. 1: Blower Outlet Piping Revisions	**Amount:** $56,392.43

Description of Change:

This COP involves three revisions to the new blower outlet piping:

1. Change the size of the outlet pipe from 14" to 16": The blower manufacturer recommended 16" stainless-steel outlet piping for optimal performance and to match the output on the combined diffuser cone silencer.
2. Separate the blower piping order from the aeration basin air piping: The aeration basin stainless steel piping was needed on site to complete work in the aeration basins per the schedule and the blower piping revisions/design were ongoing, so the order was separated. For the blower piping, this resulted in additional freight and higher material costs as less material was ordered at one time.
3. Reroute discharge piping to match blower configuration: The location of the air outlet and blow-off flanges on the blowers were in different locations on the blower than as shown on the contract drawings. The piping routing for both the blow-off and the outlet air was revised to accommodate the blower flange locations and existing piping connection points.

COP No. 13: Upsizing of Conductors for Mixer 22-10-28	**Amount:** $ 408.09

Description of Change:

Power conductors for new aeration basin mixer 22-10-28 were shown as "3-#12 phase and 1-#12 ground". The wire size required for the mixer is one size larger, #10. The cost-is the difference between providing #10 versus #12 wire.

COP No. 14: Removal of Sludge from North Aeration Basin – (March 4th Spill)	**Amount:** $ 71,250.00 **Time Extension:** 4-days
Description of Change: On the night of March 4, 2021, the South Aeration Basin had overflowed into the North Aeration Basin. On the morning of March 5, 2021, RMCI notified onsite plant operations of the issue. Carollo issued a Work Change Directive authorizing RMCI to remove the sludge from the North Aeration Basin. RMCI performed the work March 8th - 11th, and again on March 15th. A total of one hundred ninety (190) cubic yards of sludge was removed from the basin. The total cost for removal is based on the unit price of the Sludge Removal Allowance in the contract.	
COP No. 15: Removal of Sludge from North Aeration Basin - (March 17th Spill)	**Amount:** $ 3,750.00 **Time Extension:** 1-day
Description of Change: On the afternoon of March 17, 2021, the South Aeration Basin overflowed into the North Aeration Basin. Carollo issued a Work Change Directive authorizing RMCI to remove the sludge from the North Aeration Basin. RMCI performed the work March 24th. A total of ten (10) cubic yards of sludge was removed from the basin. The total cost for removal is based on the unit price of the Sludge Removal Allowance in the contract.	
COP No. 16: Revisions to Existing Blower Building PLC Panel	**Amount:** $ 8,997.04
Description of Change: The Contract Documents call for the removal of the existing blower alarm panel as part of the demolition and replacement of the Turbulex blower system. It was discovered that the panel contained a PLC (DTC-1) that was a vital part of the existing DH+ network and not associated with the blower system and needed to remain in service. RMCI was issued a Design Clarification to revise the demolition of the alarm panel to preserve and remount PLC DTC-1.	
COP No. 17: Trench Drain Credit	**Amount:** $ (7,176.24)
Description of Change: The Contract Documents state that the contractor shall remove a portion of an existing concrete pad and trench drain in the vicinity of the Administration Building for installation of a new duct bank. The installation of new duct bank did not require the demolition and replacement of the existing concrete pad and trench drain. The COP represents the credit for deleting this portion of work.	

COP No. 18: Replacement of Aeration Basins Process Analyzers	**Amount:** $ 128,548.30

Description of Change:

The existing process analyzers (Dissolved Oxygen and Ammonia) for the aeration basins are manufactured by HACH. The project required replacement of four (4) probes for the Dissolved Oxygen (DO) analyzers. At the beginning of construction, The City requested that all HACH instruments (DO and Ammonia analyzers) for both aeration basins be replaced with equivalent units as manufactured by YSI. The change in manufacturer required revisions to the electrical conduit and wiring schedule (power and instrumentation) to accommodate the additional wiring associated with the YSI analyzers.

COP No. 19: VFD Conduit Routing Revisions – WAS Pumps	**Amount:** $ 11,400.69 **Time Extension**: 4-days

Description of Change:

New conduit and wiring were depicted on the Contract Drawings for four (4) pumps associated with the DAF Facility. These pumps are operated via VFD. The Contract Drawings show the VFD units for each pump to mounted in the MCC bucket. The actual configuration of the system has the VFD in individual remote cabinets from the MCCs. The MCC buckets contain only the breaker for the pumps and VFD. Carollo issued a Design Clarification to revise the conduit and wiring for these pumps to accommodate the remote configuration of the VFDs.

COP No. 20: DAF Building Actuated Valves and Flow Meter Locations Electrical Work	**Amount:** $ 25,983.24 **Time Extension**: 4-days

Description of Change:

The project involves work in the DAF building to change the actuators on various valves and to add a flow meter to TWAS pipeline. The mechanical drawings did not show the location of the flow meter or the pipe fittings required for the installation. Drawing 51M01 Keynotes 1 & 4 show the hand wheel and chain actuators to be replaced with electric actuated valves in the south east corner of the DAF building. Drawing 51E01 shows two valves EAM-51-00-03, EAM-51-00-01 in a different location along the center of the east wall to be added and powered. A Design Clarification was issued to clarify the location of the valves. This resulted in a re-work of the conduits and wire in place with new longer conduit and wiring runs for the new actuators. This COP is for the Electrical work associated with these revisions.

COP No. 21: DAF Building Actuated Valves and Flow Meter Locations Mechanical Work	**Amount:** $ 5,966.15

Description of Change:

The project involves work in the DAF building to change the actuators on various valves and to add a flow meter to TWAS pipeline. The mechanical drawings did not show the location of the flow meter or the pipe fittings required for the installation. Drawing 51M01 Keynotes 1 & 4 show the hand wheel and chain actuators to be replaced with electric actuated valves in the south east corner of the DAF building.

Drawing 51E01 shows two valves EAM-51-00-03, EAM-51-00-01 in a different location along the center of the east wall to be added and powered. A Design Clarification was issued to clarify the location of the valves. This resulted in a re-work of the conduits and wire in place with new longer conduit and wiring runs for the new actuators. This COP is for the Mechanical work associated with these revisions.

COP No. 22: Additional Pump Required for By-pass Pumping – South Aeration Basin	**Amount:** $ 10,890.82

Description of Change:

An additional pump was required for by-pass flows to the South Aeration Basin to allow for the replacement of the inlet gate on the North Aeration Basin. The rationale for the need of this additional pump for the by-pass operation was addressed in Change Order No. 1 where an additional pump was required for performing the same work on the South Aeration Basin. The background for this change was provided in Change Order No. 1 and is provided again below for reference:

Specification Section 01140 1.06.C.2 shows the bypass pumping requirements for the project. This section specified a minimum flow of one and one-half (1 ½) million gallons per day with a maximum flow of ten (10) million gallons per day, and an average flow of six and one-half (6 ½) million gallons per day. The bypass system was to be set up from the anoxic basin to the north aeration basin (in operation) and was provided with a one hundred (100) percent redundancy. RMCI confirmed this peak flow with the City (Alan MacGregor) prior to bringing out the bypass system. RMCI brought out two (2) pumps capable of ten (10) million gallons per day peak flow per pump. Upon startup of these pumps, it was found that the by-pass system could not keep up with the peak flow in the Anoxic Basin with one pump. With two (2) pumps operational, the by-pass system was still unable to keep up with the incoming flows. RMCI worked with the pump manufacturer to trouble shoot the pumps. The pump manufacturer insisted the issue was not with the pumps or the set-up of the bypass. RMCI ordered two (2) in line flow meters to monitor the amount of fluid being pumped and installed these flow meters on the bypass, using them in conjunction with two doppler flow meters. The flow meters proved one pump could handle ten (10) million gallons per day and two pumps could handle twenty (20) million gallons per day. There was substantially more flow being introduced in the anoxic basin verses what was specified. The numbers provided in the Specifications did not include the RAS return of five (5) million gallons of fluid per day. RMCI was able to keep up with the peak flow with two (2) pumps running simultaneously. Using both pumps did not allow for any redundancy. Design Clarification No. 005 and Work Change Directive No. 001 was issued to reduce the redundancy to fifty (50) percent and authorized RMCI to rent a third pump.

Additional Sludge Hauling (963 CY) – South Aeration Basin	**Amount:** $ 361,125.00

Description of Change:

The contract contains an allowance for the removal of sludge built-up on the bottom of the North and South Aeration Basin when each basin is drained. An estimate was made as to the total quantity of sludge that would be present in the basins and was used to set the quantity of the allowance in the bid form. The estimate of the total quantity of sludge to be removed from both basins was 365 cubic yards. It was derived based on pervious experiences of the City when removing basins from service and observing the quantity of sludge remaining in the drained basin. Upon the draining of the North Aeration

Basin, it became evident that the amount of sludge remaining in the basin was significantly more than anticipated. The contractor was directed to remove all the sludge from the basin and would be compensated for the removal based on the unit price provided with the bid. The final quantity of sludge removed from the basin was 580 cubic yards which represented 215 cubic yards more than the total estimated quantity of sludge for both the North and South Aeration Basins. The costs associated with the removal of the additional sludge quantities in the North Aeration Basin were covered in Change Order No. 1. This COP covers the costs for the removal of 963 cubic yards of sludge in the South Aeration Basin compensated at the unit price provided in the bid.

Increase Bid Allowance for Material Testing	**Amount:** $ 15,000.00

Description of Change:

The contract provided an allowance of $20,000 for material testing associated with the project. The amount of material testing performed to date has approached the limit of the allowance amount. It was decided to increase the allowance by an additional $15,000 to cover the anticipated costs for material testing to complete the project.

END OF DOCUMENT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201962**

Contractor: **RMCI Inc.**

Description: **Anaerobic Digesters**
WWM2050001

Contract ○ Agreement ○ Lease / Rent ○ Amendment ◉

Term Start Date: **5/27/20** Term End Date: **6/30/24**

☑ Approved by Council Date: **5/27/20**

Contract / Lease: **Conctract**

Amendment # **CO #2** to the Original Contract / Lease # **20-0251**

Increase/(Decrease) Amount $ $750,968.20

Extend Termination Date to: **Increase contract amount, term and scope**

☑ Approved by Council Date: **Pending**

Amendment is for: **term extension add 52 calendar days**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Original Contract #20-0251 $11,661,233.20

Change Order#1 #21-0234 $294,446.51

3. **Procurement History:** **20/17/B**

Fran Dunaway (Aug 23, 2021 08:59 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: final year of a 4 year contract.

4. **Funding Source:** **WWMD CIP Enterprise Fund** **Org / Object:** **5000375.572970**

Andy Hopkins (Aug 20, 2021 10:00 MDT) Aug 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

RMCIINC-01 KPATTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Kenly Smith PHONE (A/C, No, Ext): (505) 262-9473 FAX (A/C, No): E-MAIL ADDRESS: kenly.smith@hubinternational.com
INSURED RMCI, Inc. P.O. Box 91447 Albuquerque, NM 87199	INSURER A : The Phoenix Insurance Company 25623 INSURER B : Charter Oak Fire Insurance Company 25615 INSURER C : The New Mexico Contractors Comp Trust Self-Insurance Fund INSURER D : Travelers Property Casualty Company of America 25674 INSURER E : St. Paul Surplus Lines Insurance Company 30481 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X PD Deductible $2500 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	DT-CO-6013B636-PHX-21	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	810-3L405486-21-26-G	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0041A	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Builders Risk			QT-660-143D2218-TIL-21	2/1/2021	2/1/2022	Max Per Project	30,000,000
E	Pollution			ZCE-16N73520	2/1/2021	2/1/2022	Ded $25,000	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

SEE ATTACHED ACORD 101

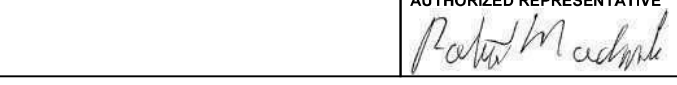
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave Room 122
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: RMCI INC
DBA: RMCI INC

Business Location: P.O. BOX 91447
ALBUQUERQUE, NM 87199

CRS Number: 02157665003

Owner: RMCI INC

License Number: 223524

License Type: Business License - Renewable

Issued Date: December 09, 2020

Classification: Out of Jurisdiction Contractor - General

Expiration Date: December 09, 2021

Fees Paid: $10.00

RMCI INC
P.O. BOX 91447
ALBUQUERQUE, NM 87199

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: RMCI, INC.

Procurement Title: CIP# 957 Aeration Improvement Project

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☑ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Utilites/Wastewater Staff Name Mike Dozier

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:

Efran Morales, WWMD — Efren Morales (Aug 16, 2021 07:36 MDT) — 8-16-2021

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway (Aug 23, 2021 08:59 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 contract.

City of Santa Fe, New Mexico
Memorandum

DATE: **April 14, 2021**

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities Committee

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for Approval of Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc. for an increase of $294,446.51 (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 505-955-4642)

BACKGROUND AND SUMMARY:

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements in each of the two basins should have a tapered down approach from the A to C passes, and a new grid would be installed in the D pass for times when a boost is needed for nitrification. Also recommending the purchase and installation of new turbo blowers as part of this project. The City's Wastewater aeration basins will also see improvements of scum removal system, and replacement of sluice gates. The north section of the Administration building's roof would also need replacing to accommodate the new blower system.

CO#1
In change order #1 additional sludge hauling, pump, valve changes, and pipe supports in the aeration basins created additional costs not encapsulated in the original contract. Duct banks previously sized were enlarged to accommodate modified motor control center wiring. When bypass pumping was tested the original calculated pump capacity was not sufficient. An additional pump was sourced to safely perform the bypass pumping.

PROCUREMENT METHOD:

Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance
PL# WWM2050001

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc**.** for an increase in the amount of $294,446**.**51 from WWMD Enterprise Fund cash balances**.**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ITEM # **21-0243**
MUNIS # 3201962

Change Order No. 1

Date of Issuance:	3/31/201	Effective Date: 3/31/21	
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #957
Contractor:	RMCI, Inc.	Contractor's Project No.:	2006
Engineer:	Carollo Engineers, Inc.	Engineer's Project No.:	11283A.20
Project:	Paseo Real Wastewater Treatment Plant – Aeration Improvements	Contract Name:	Paseo Real Wastewater Treatment Plant – Aeration Improvements

The Contract is modified as follows upon execution of this Change Order:

1. Modifications to Specification Section 01140 – Work Restrictions..... No Cost
2. Additional Sludge Hauling – North Aeration Basin..... $80,625.00
3. COP No. 2 - Revise Model of Centrate Pumps to Match Digester Pumps $11,994.77
4. COP No. 3 - Revisions to Electrically Actuated Valve Schedule ..... $ 6,186.07
5. COP No. 4 – Revise EQ Tank Sump Pump from Duplex to Simplex ..... $(27,450.80)
6. COP No. 5 – Provide Remote Transmitters for Thermal Mass Flow Meters $34,445.90
7. COP No. 6 – Upsize Misc. Electrical Conduits in Ductbanks $11,538.16
8. COP No. 8 – Additional Pumps Required for By-pass Pumping – North Aeration Basin $60,900.98
9. COP No. 9 – Modifications to Scum Trough Discharge Piping ..... $ 477.14
10. COP No. 10 – Concrete Equipment Pad for LCP-220 ..... $ 2,583.79
11. COP No. 11 – Replacement of Existing Aeration Basins Air Piping Supports $84,901.97
12. COP No. 12 – Clean Existing Diffuser Grid Piping – North Basin, Pass A-2 ..... $ 5,332.71
13. New Mexico Gross Receipts Tax @ 8.4375% $22,910.82

TOTAL $294,446.51

Attachments: *Change Order No. 1 Justification Summary with RMCI Pricing Attachments.*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: $ 11,661,233.20 (Inclusive of NMGRT)	Original Contract Times: 481 Calendar Days
Increase from previously approved Change Orders $ N/A	Increase from previously approved Change Orders N/A
Contract Price prior to this Change Order: $ 11,661,233.20 (Inclusive of NMGRT)	Contract Times prior to this Change Order: 481 Calendar Days

Increase of this Change Order: $ 294,446.51 (Inclusive of NMGRT)	Increase of this Change Order: 52 Calendar Days
Contract Price incorporating this Change Order: $ 11,955,679.71 (Inclusive of NMGRT)	Contract Times with all approved Change Orders: 533 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Carollo Engineers, Inc.	City of Santa Fe, NM	RMCI, Inc.
Title Senior Client Service Manager	Title MAYOR	Title President/CEO
Date April 31, 2021	Date May 28, 2021	Date 3-31-21

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK GB MTG 05/26/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 20, 2021 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Acting Finance Director
Alexis Lotero, Acting Finance Director (Apr 30, 2021 17:04 MDT)

MARY MCCOY, FINANCE DIRECTOR

5000375.572970 AJH
AJH

Project No. 101065

Change Order No. 1
Justification

JUSTIFICATION

Modifications to Specification Section 01140 – Work Restrictions	**Amount:** $ No Cost

Description of Change:

Specification Section 01140 – Work Restrictions, limited the months of the year that the contractor could have an aeration basin out of service. Work requiring drainage of a basin was restricted to the months between the beginning of May and the end of October. Restricting the drainage of a basin to the warmer months of the year was done to provide the City the ability to adequately treat the total flow of the plant through one aeration basin. During the winter months prior to the execution of the contract, the City had successfully treated the total flow of the plant utilizing one basin. Because the City demonstrated the ability to effectively treat the plant's total flow through one basin year-round, the City elected to eliminate the restraint on the time of year an aeration basin could be removed from service and drained.

Additional Sludge Hauling – North Aeration Basin	**Amount:** $ 80,625.00

Description of Change:

The contract contains an allowance for the removal of sludge built-up on the bottom of the north and south aeration basin when each basin is drained. An estimate was made as to the total quantity of sludge that would be present in the basins and was used to set the quantity of the allowance in the bid form. The estimate of the total quantity of sludge to be removed from both basins was 365 cubic yards. It was derived based on pervious experiences of the City when removing basins from service and observing the quantity of sludge remaining in the drained basin. Upon the draining of the north basin, it became evident that the amount of sludge remaining in the basin was significantly more than anticipated. The contractor was directed to remove all the sludge from the basin and would be compensated for the removal based on the unit price provided with the bid. The final quantity of sludge removed from the basin was 580 cubic yards which represented 215 cubic yards more than the total estimated quantity of sludge for both the north and south basin.

COP No. 2: Revise Model of Centrate Pumps to Match Digester Pumps	**Amount:** $ 11,994.77

Description of Change:

The City requested to have the pumps associated with the equalization tank revised to be the same manufacturer and model number as the pumps installed at the new digester complex. This change would reduce the number of spare parts required to be warehoused by the City. Borger pumps were installed at the new digesters. They are model number CL 390 with 10 hp motors and operate in a flow range of 125 to 250 gpm. Carollo determined that the requested pump will operate in the flow and pressure ranges designed for the equalization pump system.

COP No. 3: Revisions to Electrically Actuated Valve Schedule	**Amount:** $ 6,186.07

Description of Change:

The Intelligent Actuator Schedule as depicted in Specification Section 13447 was incorrect. The type of valve and valve sizing on various valves were depicted incorrectly. An updated schedule is provided as part of a Design Clarification and further refined in responses to Requests for Information.

COP No. 4: Revise EQ Tank Sump Pump from Duplex to Simplex	**Amount:** $ (27,450.80)

Description of Change:

The sump pump system in equalization tank the pump station was changed from a duplex pump system to a simplex (1 pump) system. Addendum No. 2 to the project erroneously changed the sump pump system from a simplex to a duplex system. A simplex system is required for the configuration of the sump. The NEMA 7 Vendor Control Panel was also deleted as it is not required because the drawings provide for the MCC to have a full voltage non-reversing starter and a local control panel.

COP No. 5: Provide Remote Transmitters for Thermal Mass Flow Meters	**Amount:** $ 34,445.90

Description of Change:

The ISA data sheet in Section 17305 for the thermal mass flow meters shows the transmitter as integral, as does detail NF112 on Drawing 99TN01. Drawing 22E04 shows the flow element as being remote from the transmitter for: FE/FIT-22-01-3, 5, 8, 13 and FE/FIT-22-02-3, 5, 8, 13. This change was to revise the thermal gas flowmeters so that they would be provided with remote indicators.

COP No. 6: Upsize Misc. Electrical Conduits in Ductbanks	**Amount:** $ 11,538.16

Description of Change:

Specification section 16130-3.03.-D.2.d shows a minimum ductbank conduit size of 2" for all ductbank conduit. The conduit ID labels shown on drawing 02E01 and the conduit schedules show conduits smaller than 2". Conduits L-83-030, L-83-031, L-83-032, and S-22-003 have been revised from ¾” to 2”.

COP No. 8: Additional Pumps Required for By-pass Pumping – North Aeration Basin	**Amount:** $ 60,900.98 **Time Extension**: 20-days

Description of Change:

Specification Section 01140 1.06.C.2 shows the bypass pumping requirements for the project. This section specified a minimum flow of one and one-half (1 ½) million gallons per day with a maximum flow of ten (10) million gallons per day, and an average flow of six and one-half (6 ½) million gallons per day. The bypass system was to be set up from the anoxic basin to the north aeration basin (in operation) and was provided with a one hundred (100) percent redundancy. RMCI confirmed this peak flow with the City (Alan MacGregor) prior to bringing out the bypass system. RMCI brought out two (2) pumps capable of ten (10) million gallons per day peak flow per pump. Upon startup of these pumps, it was found that the by-pass system could not keep up with the peak flow in the Anoxic Basin with one pump. With two (2) pumps operational, the by-pass system was still unable to keep up with the incoming flows. RMCI worked with the pump manufacturer to trouble shoot the pumps. The pump manufacturer insisted the issue was not with the pumps or the set-up of the bypass. RMCI ordered two (2) in line flow meters to monitor the amount of fluid being pumped and installed these flow meters on the bypass, using them in conjunction with two doppler flow meters. The flow meters proved one pump could handle ten (10) million gallons per day and two pumps could handle twenty (20) million gallons per day. There was substantially more flow being introduced in the anoxic basin verses what was specified. The numbers provided in the Specifications did not include the RAS return of five (5) million gallons of fluid per day. In addition, the plant was back feeding from the aeration basin to the anoxic basin through the MLS return valves. Once plant operations were able to isolate the valves, RMCI was able to keep up with the peak flow with two (2) pumps running simultaneously (this included the additional flow coming from the RAS return). Using both pumps did not allow for any redundancy. Design Clarification No. 005 and Work Change Directive No. 001 was issued to reduce the redundancy to fifty (50) percent and authorized RMCI to rent a third pump.

COP No. 9: Modifications to Scum Trough Discharge Piping	**Amount:** $ 477.14

Description of Change:

The centerline elevation for the scum trough was revised after the design phase to accommodate the various operating regimes of the aeration basins. The information to determine water surface elevations in the aeration basins under all operating schemes was not available during design. It could only be obtained from observation of operating the plant with only one aeration basin in service. This revision resulted in other changes to the scum trough system that were detailed in a Design Clarification. These modifications include:

1. Location of the scum trough moved approximately 10'-4" from the centerline of the scum manhole.
2. The centerline of the scum trough is at elevation -2.26. This is based on a reference elevation of 0.00 for the top of exterior wall of the aeration basin.
3. Addition of a 12" gate valve to the discharge piping.
4. Scum pipe material changed from SST to PVC – SDR 35 with push on joints.

5. Addition of a Fernco coupling at the discharge of the scum trough from the aeration basin.
7. Revisions to the layout of the stairs and platform.

COP No. 10: Concrete Equipment Pad for LCP-220	**Amount:** $ 2,583.79

Description of Change:

LCP-220 requires and equipment pad. The contract Documents did not call out for an equipment pad for this LCP. This change is for a concrete equipment pad to be placed under LCP-220.

COP No. 11: Replacement of Existing Aeration Basins Air Piping Supports	**Amount:** $ 84,901.97 **Time Extension**: 30 days

Description of Change:

The pipe supports for the existing air piping in both the north and south aeration basin are corroding and past their useful life. The contractor was directed to replace all of the existing aluminum pipe supports with stainless-steel pipe supports on the existing air piping in the north and south aeration basins. A total of 80 pipe supports were installed.

COP No. 12: Clean Existing Diffuser Grid Piping, North Basin, Pass A-2	**Amount:** $ 5,332.71 **Time Extension**: 2 days

Description of Change:

The continuous purge piping had broken from the manifold header and allowed sludge to get into the PVC manifold and grid piping and dry. RMCI disassembled the grid distribution piping, at the spline joints, and each twenty-foot section was cleaned using a pressure washer with a jetting nozzle and extended wand. The manifold piping was disconnected from the stainless-steel piping and the tee near the stainless-steel connection was rotated to allow for drainage. The jetting nozzle of the pressure washer was inserted into each end of the distribution grid openings allowing the cleaning to take place. The continuous purge piping was reconnected to the manifold end cap and the 0-rings were replaced when the grid distribution piping was reassembled.

END OF DOCUMENT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201962**

Contractor: **RMCI Inc.**

Description: **Anaerobic Digesters**
WWM2050001

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **5/27/20** Term End Date: **6/30/24**

☑ Approved by Council Date: **5/27/20**

Contract / Lease: **Conctract**

Amendment # **Change Order #1** to the Original Contract / Lease # **20-0251**

Increase/(Decrease) Amount $ **0294,446.51**

Extend Termination Date to: **Increase contract amount and scope**

☑ Approved by Council Date: **Pending**

Amendment is for: **term extension**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract #20-0251 $11,661,233.20

3. **Procurement History:** **20/17/B**

Fran Delaway (May 3, 2021 8:20 MDT) May 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend-C/O to increase comp and scope

4. **Funding Source:** **WWMD CIP Enterprise Fund** **Org / Object:** **5000375.572970**

Andy Hopkins (Apr 29, 2021 14:07 MDT) Apr 29, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: RMCI, INC.

Procurement Title: CIP# 957 Aeration Improvement Project

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☑ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Utilites/Wastewater Staff Name Mike Dozier

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
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☑	☐	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:

Mike Dozier, WWMD Director — Michael Dozier (Apr 19, 2021 13:37 MDT) — 4-19-21

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Delaway (May 3, 2021 8:20 MDT) — Chief Procurement Officer — May 3, 2021

Purchasing Officer (attesting that all information is reviewed) | Title | Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe, New Mexico
Memorandum

DATE: **April 14, 2021**

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities Committee

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for Approval of a BAR to fund Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc. for an increase of $294,447 (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 505-955-4642)

BACKGROUND AND SUMMARY:

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements in each of the two basins should have a tapered down approach from the A to C passes, and a new grid would be installed in the D pass for times when a boost is needed for nitrification. Also recommending the purchase and installation of new turbo blowers as part of this project. The City's Wastewater aeration basins will also see improvements of scum removal system, and replacement of sluice gates. The north section of the Administration building's roof would also need replacing to accommodate the new blower system.

CO#1
In change order #1 additional sludge hauling, pump, valve changes, and pipe supports in the aeration basins created additional costs not encapsulated in the original contract. Duct banks previously sized were enlarged to accommodate modified motor control center wiring. When bypass pumping was tested the original calculated pump capacity was not sufficient. An additional pump was sourced to safely perform the bypass pumping.

PROCUREMENT METHOD:

Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of a BAR to fund Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc**.** for an increase in the amount of $294,447 from WWMD Enterprise Fund cash balances**.**

Log # *{Finance use only}*:

Batch # *{Finance use only}*:

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	4/19/2021

	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES			*{enter as positive #}*	*{enter as negative #}*
5000375	57	WWM2050001	294,447	

REVENUES			*{enter as negative #}*	*{enter as positive #}*

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract change order #1 with the RMCI Inc for Aeration Project

$ 294,447	$ -

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(294,447)

TOTAL: **(294,447)**

{Use this form for Finance Committee/ City Council agenda items ONLY}

Maya Martinez — Prepared By *{print name}* — 4/19/2021 Date

Budget Officer — Date

CITY COUNCIL APPROVAL

Division Director Signature *{optional}* — Date

City Council Approval Date

Finance Director *{≤ $5,000}* — Date

Department Director Signature — Date

Agenda Item #:

City Manager *{≤ $60,000}* — Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for Approval of Budget Amendment Resolution (BAR) in the amount of $850,000 to construct CIP #842B Camino Entrada Roundabout (Romella Glorioso-Moss, PW Project Administrator Sr. 955-6632, rsglorioso-moss@santafenm.gov)

COMMITTEE	**REVIEW:**
Finance Committee:	09/20/2021
Public Works & Utilities Committee:	09/27/2021
Governing Body: 09/30/2021	

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

City of Santa Fe New Mexico
Memorandum

Date: August 19, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Aug 23, 2021 09:20 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, AICP, PW Project Administrator, Senior

RE: Budget Adjustment Request (BAR)

ITEM AND ACTION: Request for Approval of Budget Adjustment Request (BAR) in the amount of $850,000 to construct CIP# 842B Camino Entrada Roundabout.

BACKGROUND AND SUMMARY:
On January 26, 2021, the Capital Improvement Advisory Committee (CIAC) approved the use of Road Impact Fees in the amount of $850,000 to supplement the construction funding for CIP# 842B Camino Entrada Roundabout Project.

The Final Engineering Design for the construction of a roundabout at the intersection of (East-West)/Camino Entrada (North-South) was completed and accepted for construction in June 2021. The purpose of this project is to safely accommodate the increased vehicle and pedestrian traffic associated with the new Southside Transit Center and Police Department's Professional Standards and Records Facility. Roadway improvements include the construction of a roundabout, ADA compliant sidewalks, lighting, bicycle lanes and storm water drainage.

Public Works Department wishes to move forward with construction in September/October, thus requesting approval of this BAR into project ledger BUS185400E Camino Entrada Roundabout.

ATTACHMENTS:
CIAC Minutes 01/26/2021
BAR

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works - Engineering Division / Roadway & Trails	08/26/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5400499	572970	BUS185400E	850000	
Capital Transfer Out to Transit CIP	2320471	760540		850000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer In from Transit CIP	5400499	660232		(850000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To reallocate road impact fees to WIP construction for CIP 842B - Camino Entrada Roundabout as approved at CIAC on 01/26/2021

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
232	-850,000
TOTAL:	**0**

Romella Glorioso-Moss 08/18/21
Prepared By *{print name}* Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

Andy Hopkins
Andy Hopkins (Sep 8, 2021 10:58 MDT)
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Regina Wheeler
Regina Wheeler (Sep 8, 2021 10:57 MDT)
Sep 8, 2021
Department Director Signature Date

City Manager *{≤ $60,000}* Date

SUMMARY OF ACTION
THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
TUESDAY, JANUARY 26, 2021, 1:30 PM
ATTENDED VIRTUALLY

ITEM	ACTION	PAGE
CALL TO ORDER		1
ROLL CALL	QUORUM	1
PLEDGE OF ALLEGIANCE	GIVEN	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF MINUTES	APPROVED	2
ACTION ITEMS		
REQUEST APPROVAL OF UP TO $250,000 OF PARKS IMPACT FEE FUNDS FOR RECREATIONAL FITNESS EQUIPMENT TO BE INSTALLED IN THE CITY OF SANTA FE'S REGIONAL PARK(S).	APPROVED	2
REQUEST APPROVAL FOR THE USE OF UP TO $750,000 OF ROADS IMPACT FEE FUNDS FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT MONTEZUMA AVENUE AND SANDOVAL STREET.	APPROVED	2-3
REQUEST APPROVAL FOR UP TO $54,000 OF ROADS IMPACT FEE FUNDS TO BE USED AS MATCHING FUNDS PER THE MUNICIPAL ARTERIAL PROGRAM FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT AGUA FRIA STREET AND SOUTH MEADOWS.	APPROVED	3

REQUEST APPROVAL FOR UP TO $546,814 OF ROAD IMPACT FEE FUNDS TO BE USED FOR THE CONSTRUCTION OF SIGNAL IMPROVEMENTS AT THE INTERSECTION OF RICHARDS AVENUE, BECKNER ROAD AND MISSION BEND. THIS REQUEST REPLACES AN EARLIER CIAC APPROVAL FOR THE USE OF UP TO $500,000 IN ROADS IMPACT FEE FUNDS AND IS COMPRISED OF UP TO $336,814.04 OF WAIVED IMPACT FEES FOR AN ASSOCIATED DEVELOPMENT MANAGED BY VILLA SENDERO, LLC AND UP TO $200,000 OF ADDITIONAL ROADS IMPACT FEE FUNDS TO BE ALLOCATED AS NEEDED TOWARDS THE CONSTRUCTION OF THE PROJECT.	**APPROVED**	**3-4**
REQUEST TO RECOMMEND AMENDING TABLE 80. PLANNED MAJOR ROAD IMPROVEMENTS, OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027 TO EXPAND ADDITIONAL IMPROVEMENTS AT THE SOUTHSIDE TRANSIT CENTER FROM THE APPROVED MAXIMUM ESTIMATED COST OF $500,000 TO A MAXIMUM ESTIMATED COST OF $1,000,000.	**APPROVED**	**4-5**
REQUEST APPROVAL OF UP TO $850,000 OF ROADS IMPACT FEE FUNDS BE USED FOR IMPROVEMENTS RELATED TO THE SOUTHSIDE TRANSIT CENTER AND THE ASSOCIATED ROAD AND ROUNDABOUT IMPROVEMENTS ON CAMINO ENTRADA.	**APPROVED**	**5**

STAFF COMMUNICATIONS

UPDATE REGARDING APPROVAL OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027	**INFORMATION/DISCUSSION**	**5**

FY2020-21 Q1 FINANCIAL UPDATE AND FUTURE EXPECTATIONS.	**INFORMATION/DISCUSSION**	**5-6**
MATTERS FROM THE FLOOR	**INFORMATION/DISCUSSION**	**6-7**
<u>MATTERS FROM THE COMMISSION</u>		
MEMBERSHIP UPDATES - RESIGNATIONS AND REAPPOINTMENTS	**INFORMATION/DISCUSSION**	**7-8**
ELECTION OF AN INTERIM CHAIR AND VICE CHAIR	**POSTPONED**	**8**
ADJOURN	**ADJOURNED**	**8**

THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
TUESDAY, JANUARY 26, 2021, 1:30 PM
ATTENDED VIRTUALLY

1. CALL TO ORDER

The meeting of the Capital Improvements Advisory Committee, attended virtually, was called to order by Chair John Hiatt at 1:30 pm, Tuesday, January 26, 2021.

ROLL CALL

MEMBERS PRESENT
John B. Hiatt, Chair
Brian Lewis
Issac Pino
Kim Shanahan
Marshall Thompson
(3 vacancies)

MEMBERS ABSENT

OTHERS PRESENT
Noah Berke, Land Use Department
Carlos Gemora, Land Use Department
Melessia McDonald, Public Works Department/Parks Department
Sally Perez, Assistant City Attorney
Regina Wheeler, Director, Public Works Department
Romella Glorioso-Moss, Public Works Department
John Munoz, City of Santa Fe
Pauline Kamiyama, Director, Arts and Culture Department
Elizabeth Martin, Stenographer

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

3. APPROVAL OF AGENDA

MOTION A motion was made by Mr. Lewis, seconded by Mr. Shanahan, to approve

the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

4. APPROVAL OF MINUTES NOVEMBER 17, 2020

MOTION A motion was made by Mr. Pino, seconded by Mr. Lewis, to approve the minutes of November 17, 2020 as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

5. ACTION ITEMS

A. REQUEST APPROVAL OF UP TO $250,000 OF PARKS IMPACT FEE FUNDS FOR RECREATIONAL FITNESS EQUIPMENT TO BE INSTALLED IN THE CITY OF SANTA FE'S REGIONAL PARK(S).

Ms. McDonald reviewed the packet information.

MOTION A motion was made by Mr. Marshall, seconded by Mr. Lewis, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

B. REQUEST APPROVAL FOR THE USE OF UP TO $750,000 OF ROADS IMPACT FEE FUNDS FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT MONTEZUMA AVENUE AND SANDOVAL STREET.

Ms. Wheeler stated that as described in the packet, this intersection is near the new County Courthouse. This request adds pedestrian facilities.

Mr. Pino asked if it will effect the City offices and the VFW.

Ms. Wheeler said no, a right of way acquisition is required.

MOTION A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to

approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

C. REQUEST APPROVAL FOR UP TO $54,000 OF ROADS IMPACT FEE FUNDS TO BE USED AS MATCHING FUNDS PER THE MUNICIPAL ARTERIAL PROGRAM FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT AGUA FRIA STREET AND SOUTH MEADOWS.

Ms. Wheeler clarified that the $54,000 would be used as matching funds for funding received from NMDOT.

MOTION A motion was made by Mr. Pino, seconded by Mr. Marshall, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

D. REQUEST APPROVAL FOR UP TO $546,814 OF ROAD IMPACT FEE FUNDS TO BE USED FOR THE CONSTRUCTION OF SIGNAL IMPROVEMENTS AT THE INTERSECTION OF RICHARDS AVENUE, BECKNER ROAD AND MISSION BEND. THIS REQUEST REPLACES AN EARLIER CIAC APPROVAL FOR THE USE OF UP TO $500,000 IN ROADS IMPACT FEE FUNDS AND IS COMPRISED OF UP TO $336,814.04 OF WAIVED IMPACT FEES FOR AN ASSOCIATED DEVELOPMENT MANAGED BY VILLA SENDERO, LLC AND UP TO $200,000 OF ADDITIONAL ROADS IMPACT FEE FUNDS TO BE ALLOCATED AS NEEDED TOWARDS THE CONSTRUCTION OF THE PROJECT.

Ms. Wheeler said this intersection is in need of improvements for traffic flow and safety. We have negotiated with the developer and they will install the improvements.

Mr. Gemora said CIAC already approved $500,000. The cost is a bit more now and we are asking for $536,814 rather than the original $500,000. The number is incorrect on the agenda. The correct number if $536,814.

MOTION A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to approve the request.

DISCUSSION Mr. Shanahan asked about the waiver of fees as part of the

agreement.

Ms. Paez said it is a credit. We have the draft impact fee agreement in the packet. It requires Council approval.

Mr. Shanahan said this has been done before in the Las Soleras project.

Ms. Paez explained that this is not as complicated as Las Soleras was. We have the development plan and know the assessments. We think we have adequate protection in the project.

Mr. Berke said this development is outside of the Las Soleras area. They will be credited the amount of the engineer's estimate.

Mr. Shanahan said he wanted to make sure we all know to keep an eye on this. In the past we got a spreadsheet with addresses, owners names and the amount of impact fees paid. He would like to see that again.

Chair Hiatt asked Mr. Gemora and Mr. Berke to look into if that spreadsheet could be reinstated. It is not on the agenda to explore.

VOTE The motion passed by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

E. REQUEST TO RECOMMEND AMENDING TABLE 80. PLANNED MAJOR ROAD IMPROVEMENTS, OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027 TO EXPAND ADDITIONAL IMPROVEMENTS AT THE SOUTHSIDE TRANSIT CENTER FROM THE APPROVED MAXIMUM ESTIMATED COST OF $500,000 TO A MAXIMUM ESTIMATED COST OF $1,000,000.

Mr. Gemora said we have a memo in the packet regarding the additional funds. The maximum allowed in the plan not is $500,000. They are looking at around $850,000. We are asking to go back and amend the amount to $1 million as the maximum eligible expense. Item F requests the $850,000.

Ms. Wheeler explained that the memo in the packet talks about a roundabout. That was selected as the best and safest approach to go with.

MOTION A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approve the request.

VOTE The motion passed unanimously by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

F. REQUEST APPROVAL OF UP TO $850,000 OF ROADS IMPACT FEE FUNDS BE USED FOR IMPROVEMENTS RELATED TO THE SOUTHSIDE TRANSIT CENTER AND THE ASSOCIATED ROAD AND ROUNDABOUT IMPROVEMENTS ON CAMINO ENTRADA.

Mr. Gemora said the estimate is $842,000. We are asking for up to $850,000 to be allocated and used as the maximum expenditure in the IFCIP.

MOTION A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approved the request.

VOTE The motion passed by roll call vote as follows;

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

6. STAFF COMMUNICATIONS

A. UPDATE REGARDING APPROVAL OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027

Mr. Gemora announced that the Governing Body had approved the IFCIP for 2021-2027. He has sent the final approved Plan to the Committee. It is required by the State to pass another Plan in five years to review and make sure we are on track.

Chair Hiatt thanked Mr. Gemora for all his work.

Mr. Shanahan stated the Council votes on a Bond every two years. Going forward when will the Council consider a Bond request and for how much.

Mr. Berke said that is unrelated to this issue. We will be discussing that issue when we move to Matters From The Floor.

Chair Hiatt thanked Mr. Berke.

B. FY2020-21 Q1 FINANCIAL UPDATE AND FUTURE EXPECTATIONS.

Mr. Gemora reported that he did receive the Q1 data for FY 20-21 from the Finance Department. It sounded like it may be difficult to get continued information from them. They are quite constrained. We may have to use other avenues to get the information we need.

Chair Hiatt said we have the 3% administration fee fund. Would that be helpful

in your efforts to get the information.

Mr. Gemora said Director Issacson has a plan to use that in the next fiscal year.

Mr. Shanahan said this is outrageous. Supposedly we are better at this stuff than we were four years ago. The thought that they cannot produce quarterly collections is truly insane.

Chair Hiatt stated that he agreed that it is outrageous. He is concerned as well. You are not sure Eli is going to authorize the spending of the administrative funds to help staff get what we need.

Mr. Marshall agreed.

Mr. Shanahan said it may not be an issue of money.

Chair Hiatt said the Committee could do a letter to Eli. Carlos could work on it with the Chair.

Mr. Gemora said he did not want to speculate.

Mr. Berke informed the Committee that Carlos is working extensively on this. He will put it in writing and give it to those making the decision.

Chair Hiatt said we will take that under advisement.

Mr. Pino said having fired two Finance Directors during his time he is wondering why we are having such a difficult time with Finance that is causing everyone to have to work around them. It is time to deal with the problem.

Mr. Lewis commented that this is very frustrating.

Chair Hiatt asked Mr. Gemora to call him to discuss this issue.

Mr. Gemora stated that there are is a massive amount of vacancies in Finance. They are trying to keep their head above water. It is a lot to think about. Your concern is well noted. He asks that you be sensitive to the concerns with the City.

7. MATTERS FROM THE FLOOR

Ms. Wheeler said Tierra Contenta Phase 3 and the road have been discussed. It is her understanding that they will not be considered this year. The GRT is 20% less than past years. We have two large outstanding requests. That and affordable housing.

Chair Hiatt said he is Chair of the Housing Trust. We have engaged Jennifer Jenkins to move forward with an amendment regarding Tierra Contenta. We want to renew our request to you to keep us included. We are thinking about different ways of funding. It is not over.

Mr. Shanahan asked is there to be no vote in Council on a Bond for 2022.

Ms. Wheeler responded we were confident that there would be a Bond and now we are not confident. We will watch GRT for a time. We will not make this fiscal year for a Bond.

Mr. Shanahan said the Santa Fe Housing Coalition is meeting to decide if they want to go all in with a GO Bond to be voted on. In November there is a Municipal election. That is why he is asking.

Ms. Wheeler said a GRT Bond is easier and more likely than a GO Bond. They should probably think about a later GRT Bond. A GO Bond is an increase in taxes. That is not palatable to residents.

Mr. Shanahan said he is talking specifically about the Housing Trust.

Ms. Wheeler said there was talk about a $20 million GRT bond with affordable housing, the road, Tierra Contenta and other items. Something we could look at is a smaller Bond for affordable housing.

Chair Hiatt said a GO Bond is not likely.

Ms. Wheeler said it is not as palatable in an election year. GRT is a lot easier.

Chair Hiatt stated that he is anxious to hear continued reports on this.

8. MATTERS FROM THE COMMISSION

MEMBERSHIP UPDATES - RESIGNATIONS AND REAPPOINTMENTS

Chair Hiatt said he is leaving.

Mr. Gemora said his assumption was that this is the Chair's last meeting. The City will have to appoint an entire Committee.

Ms. Paez said the Chair can serve until his replacement is appointed.

Chair Hiatt said he would do that.

Mr. Shanahan said it is the Mayor and two City Councilors who need to do something. "Chair would you ask them to get off their ass and get it done."

Mr. Gemora said Ms. Alt has resigned so it is Mayor Webber, Councilor Lindell, Councilor Villarreal and Councilor Abeyta who need to make appointments.

Chair Hiatt will make those calls.

Mr. Gemora said four are returning though the reappointment process. With the Chair leaving that opens up the Councilor Garcia position.

Mr. Berke said it is a Councilor Cassutt-Sanchez or Councilor Vigil Coppler appointment.

There was a discussion about appointments and requirements.

ELECTION OF AN INTERIM CHAIR AND VICE CHAIR

Chair Hiatt suggested that this item be postponed to the next meeting.

Mr. Shanahan stated that if any members have suggestions as to new members pass them on to the Chair.

9. ADJOURN

There being no further business before the Committee the meeting adjourned at 2:55 pm.

_____
John B. Hiatt, Chair

_____
Elizabeth Martin, Stenographer

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021

ISSUE NO. 7b

Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $850,000 to Construct CIP #842B Camino Entrada Roundabout. (Romella Glorioso-Moss, PW Project Administrator Sr., rsglorioso-moss@santafenm.gov, 955-6632)

Committee Review:
Finance Committee: 09/20/2021
Public Works & Utilities Committee: 09/27/2021
Governing Body: 09/29/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/29/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	EXCUSED		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for Approval of Budget Amendment Resolution in the amount of Seven Hundred Thousand Dollars ($700,000) to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. (Mary McCoy, Finance Director, mtmccoy@santafe,nm.gov, 505.955.6171)

COMMITTEE REVIEW:
Finance Committee – 9/20/2021
Public Works and Utilities Committee – 9/27/2021
Governing Body – 9/29/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Finance / Payroll	9/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Payroll Office / Compliance Services	1001675	510250		700,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 700,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

BAR to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. Funding is provided from General Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates. See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(700,000)
TOTAL:	**(700,000)**

Andy Hopkins — 9/17/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Mary McCoy
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero
Alexis Lotero (Sep 20, 2021 16:34 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body

VIA: Jarel LaPan Hill, City Manager

FROM: Mary McCoy, Finance Director

RE: Budget Adjustment for the Settlement Agreement with AFSCME

DATE: 09/15/2021

ITEM AND ISSUE:
Request for Approval of Budget Amendment Resolution in the amount of Seven Hundred Thousand Dollars ($700,000) to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. (Mary McCoy, Finance Director, mtmccoy@santafe,nm.gov, 505.955.6171)

BACKGROUND AND SUMMARY:

The $700 thousand budget adjustment is necessary to establish sufficient budget to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. The funding source will be the general fund.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Payroll Office/1001675
Munis Object Name/Number: Compliance Services/ 510250

ACTION REQUESTED:
We respectfully requests your review and approval.

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021
ISSUE NO. 7d Request for Approval of Budget Amendment Resolution in the Amount of Seven Hundred Thousand Dollars ($700,000) to Fund the Settlement Agreement with AFSCME in PELRB Case #106-20 Approved by the Governing Body on September 8, 2021. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171) **Committee Review:** Finance Committee: 09/20/2021 Public Works and Utilities Committee: 09/27/2021 Governing Body: 09/29/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/29/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	EXCUSED		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **August 31, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW (Sep 16, 2021 10:04 MDT)

FROM: **Sam Burnett, Facilities Division Director** J Samuel Burnett (Sep 4, 2021 07:15 MDT)

ITEM AND ISSUE:
Request for the Approval of Amendment #2 to Professional Service Agreement 19-0748 increasing compensation in the Amount of $1,000,000.00 to a total amount of $2,000,000.00 plus NMGRT for Professional Design Services; Wilson & Company, Inc.; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

BACKGROUND AND SUMMARY:
The City of Santa Fe Public Works Department requests approval of Amendment #2 to Agreement #19-0748, which is an On-Call Professional Services Agreement with Wilson & Company, Inc. These on-call services include: Architecture, Engineering, Surveying and Commissioning. This Agreement is used throughout the Public Works Department for projects in the Engineering Division, Streets Division, and Facilities Division to address project development and emergency repair needs for a variety of City facilities, properties, roadways, arroyos, open space, parks improvements, renovations, and repairs.

Request for Proposals 19/41/P was advertised on May 13, 2019 for On-Call Professional Design Services. Wilson and Company submitted one of ten proposals that were received on June 10, 2019 and became one of six firms selected.

The Public Works Department has utilized this type of on call design contracts over the past 12 years for various public works projects and repairs that have involved improvements such as facility design and rehabilitation, roadway design, traffic circles, trail, sidewalk, curb, gutter, ADA curb ramp, and arroyo and drainage system improvements. Individual expenditures using these contracts ranged from $1,000 to $500,000. This has been an effective way to address smaller projects and emergency needs for the City.

Availability of funds for these services will be identified and budgeted, as needed, for each individual Capital Improvement Project. Execution of these agreements does not constitute a promise to purchase any amount of said work.

The total compensation available for use via this On-Call Agreement is currently exhausted. Staff is requesting an increase in the amount of $1,000,000.00, from $1,000,000.00 to $2,000,000.00 in total. This will allow the Public Works Department to continue to quickly address engineering and architectural needs as they arise.

PROCUREMENT METHOD:
The procurement method was RFP 19/41/P.

FUNDING SOURCE:
Fund Name/Number: Various

Munis Contract #3200837

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICE AGREEMENT
ITEM# 19-0748

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated September 11, 2019, (the "Agreement"), between the City of Santa Fe (the "City") and Wilson & Company (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide on-call task order Design Professional Services for the City of Santa Fe.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million dollars ($1,000,000.00), plus applicable gross receipts taxes and as described in Exhibit “A” attached hereto so that Article 2, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed two million dollars ($2,000,000.00), excluding applicable gross receipts taxes in the total term of this agreement. The New Mexico Gross Receipts tax levied on the amounts payable under this Agreement totaling ($168,750.00) shall be paid by the

City to the Contractor. The total amount payable to the Contractor under this Agreement, including Gross Receipts Tax, shall not exceed ($2,168,750.00). This amount is a maximum and not a guarantee that the work assigned to be performed by the contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. Article 3 of the Agreement is amended, so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **September 18, 2023**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER,
MAYOR

DATE:_____

CONTRACTOR:
WILSON & CO.

_____
NAME: Michael J. Wright, RA
TITLE: Associate Vice President

DATE: September 2, 2021

CRS# 02-357658-008
Registration # 19-00123166

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Sep 1, 2021 13:01 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

Item#_____
Munis Contract#3200837

CITY OF SANTA FE
AMENDMENT No. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT
ITEM#19-0748

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 20, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Wilson & Company (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide on call design for improvement projects under the purview of the PW Dept, Engineering Div..

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 1, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $500,000.00 (excluding NMGRT) So that Article 2, paragraph A reads in it's entirely as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed one million dollars and no cents ($1,000,000.00), excluding of applicable gross receipts taxes in the total term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($84,375) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,084,375.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation

when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
WILSON & COMPANY

_____
NAME: Mario Juarez-Infante PE

Mario Juarez-Infante
TITLE: Vice President

DATE: 10/21/2020
CRS# 02-357658-008
Registration # 19-00123166

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 15, 2020 15:39 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org.#

ITEM # 19-0748

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Wilson & Company, Inc, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall provide on-call task order Design Professional Services for the City in accordance with attached Request for Proposals (Exhibit A) and Unit Rate Schedules (Exhibit B) by Wilson & Company, Inc., and as stipulated herein, including, but not limited to surveying, design, approvals, permitting, bidding and construction administration of City of Santa Fe improvement projects under the purview of the Public Works Department, Engineering Division.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed five hundred thousand dollars and no cents ($500,000.00), excluding of applicable gross receipts taxes in the total term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($42,187.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($542,187.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate four years from signature of the City unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony

penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
City of Santa Fe
Public Works Department –Engineering Division
PO Box 909
Santa Fe NM 87504-0909

To the Contractor:
Wilson & Company
PO Box 94000
Albuquerque, NM 87199-4000
www.wilsonco.com , tyler.ashton@wilsonco.com

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 9/18/19

CONTRACTOR:

VICE PRESIDENT
Name and Title

DATE: 9.20.19

CRS# 02-357658-008

Registration # 19-00123166

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg · 9-11-19

APPROVED AS TO FORM:

7/8/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

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EXHIBIT A
SCOPE OF SERVICES

BACKGROUND AND SUMMARY

The City of Santa Fe's Public Works Department/Engineering Division requires an on call professional design services for addressing unanticipated project development needs for transportation, infrastructure, stormwater facilities, and river and watershed drainage improvement projects. Such needs may include, but are not be limited to, engineering analysis and design for location study activities; preparation of preliminary and final plans, specifications, estimates and bid documents for construction; and construction engineering and management services for a variety of new construction, reconstruction or rehabilitation projects.

Project improvements may require roadway, traffic, structural, geotechnical and drainage engineering analysis and design including related environmental, surveying, right-of-way, and subsurface utility engineering and landscape design efforts. Tasks may include the following:

1. Roadway Design
    - Horizontal/Vertical Alignment
    - Grading Plans & Earthwork Computations
    - Typical Sections & Cross Sections
    - Pavement Design
    - ADA Improvements
    - Traffic Calming Improvements
2. Traffic Analysis and Design
    - Traffic Studies (i.e. roadway/intersection capacity analysis, warrant studies, gap analysis, speed studies, traffic counts, accident studies, etc.).
    - Geometric Improvements
    - Permanent Signing & Striping Plans
    - Roadway Lighting & Signalization Plans
    - Signal Synchronization, Interconnect & Timing Plans
    - Traffic Control Plans
3. Structural/Geotechnical Analysis and Design
    - Geotechnical Investigations
    - Bridge, Foundation and Retaining Wall Analysis & Design
4. Drainage Analysis and Design
    - Hydraulic/Hydrological/Scour Analysis
    - Floodplain Management Evaluation (in accordance w/FEMA requirements)
    - Section 401/404 & NOI Applications/Permits
    - Erosion & Sediment Control Plans
    - Water Quality Investigation and Analysis
    - Storm Drainage & Erosion Control Improvements (i.e. culverts, drop inlets, manholes, flow control structures, grade control structures, etc.)

The Consultant shall be required to provide on call design services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue a written project assignment to the Consultant detailing the services required. Upon receiving the City's request for services, the Consultant shall promptly provide the City with an estimated man-hour summary (or work-hour schedule), cost summary, and project schedule required to complete the assignment or task. Work-hour schedules *may* be compiled on a City of Santa Fe Work–Hour Schedule Form (see Exhibit A as an example) while cost summaries *shall* be compiled on a City of Santa Fe Cost Summary Form attached as Exhibit B. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Consultant may be required to do some of the work in phases.

NOTE: At the City's discretion, multiple professional services agreements (i.e. contracts) may be awarded for the on call professional design services described herein.

BASIC FIRM QUALIFICATIONS

Consultants must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. As required, or in the interest of best practices, contracting of sub-consultants by the Prime Design Professional shall include, but is not limited to, the following professionals and services:

a. Professional Engineers
b. Landscape Architects
c. Architects
d. Professional Surveyors
e. Environmental Specialists
f. Geotechnical Services
g. Archeological Services
h. Materials and Systems Testing Services
i. Hazardous Materials Testing and Abatement Services
j. Specialty Design Services (irrigation)

The Design Professional shall not subcontract any portion of services to be performed under the Professional Services Agreement without the prior written approval from the City.

The City fully anticipates the Consultant immediately begins work on project tasks with the notice to proceed and expediently complete the design work within an approved schedule. Consultants need to demonstrate environmental sensitivity in design, knowledge of city, state, and federal environmental clearance requirements and ability to work with the public in project development.

Consultants will need to complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards, including but not limited to those

of the following: City of Santa Fe, New Mexico Department of Transportation (NMDOT) Design Manual, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD) and American with Disabilities Act Accessibility Guidelines (ADAAG).

Proposals should address the Consultant's strategy and key staff to complete project assignments and their approach to coordinate the efforts of any sub-consultants on their team.

Quality Control

Consultants must provide detailed internal quality control procedures for verification of plans, quantities and cost estimates. The City will not provide an extensive review of plans, however, if the City must do so, it will back charge consultants its actual costs. Errors and omissions will be the responsibility of the consultant. Consultants will not be liable for errors or omissions in owner furnished data.

Timely Performance

The City expects the consultant to adhere to the negotiated schedule and perform in a timely manner. The consultant is expected to submit deliverables on or ahead of schedule. The City reserves the right to assess liquidated damages stipulated in the professional services agreement for consultant's failure to meet specific, contracted, milestone dates. Milestone dates may include, but are not limited to, submission of Alignment Study, submission of Preliminary Design Report and Plans, submission of Right-of-Way Plans (if required), and submission of Bid Package including Construction Plans, Specifications and Estimates.

SCOPE OF WORK

The basic tasks the consultant may be expected to accomplish for project assignments are listed as follows:

PHASE I – LOCATION STUDY

1. Alignment Study
2. Environmental Investigations and Documentation
3. Property Ownership, Location Survey & Mapping
4. Coordination
5. Public Involvement

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering
2. Drainage Analysis
3. Geotechnical Investigations
4. Preliminary Design Plans
5. Coordination
6. Public Involvement

PHASE III – FINAL DESIGN

1. Right-of-Way Design
2. Final Design
3. Coordination
4. Public Involvement
5. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

PHASE I – LOCATION STUDY

1. Alignment Study

The City may require the Consultant to conduct alignment studies in accordance with the NMDOT Location Study Procedures (i.e. Phase IA, IB). The scope shall be defined and negotiated on a project-by-project basis. This work involves the development and preparation of an Alignment Study Report which may include, but is not limited to, a traffic analysis (intersection capacity analysis, queuing analysis and signal timing recommendations) for existing and design year conditions; evaluation of right-of-way and needs; drainage system evaluation and improvement recommendations; and bridge evaluation and recommendations. The traffic analysis portion of the alignment study shall be conducted in accordance with the latest traffic engineering guidelines and software. When required, Two (2) copies of the Alignment Study Report shall be submitted to the City.

The primary purpose of the Alignment Study is to provide recommendations for improvements to the existing facilities and/or construction of new facilities including:

- Need for turning lanes.
- Need for improvements to vertical and horizontal alignment.
- Need for street lighting, signal hardware improvements, and signal interconnect.
- Evaluation of existing right-of-way and preliminary right-of-way requirements.
- Drainage investigations, analysis and recommendations for improvements.
- Bridge structure recommendations and evaluation of structure types.

2. Environmental Investigations and Documentation

The Consultant shall determine the environmental level of effort required for a project assignment and prepare environmental clearance documents (i.e. checklist, CE, EA, EIS, etc.), if necessary (see "NOTE" below). Prepare required environmental, cultural and/or biological reports as appropriate for a project assignment including permit application submittals (i.e. NPDES, 401, 404, etc.) Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports shall be prepared in accordance with applicable guidelines and regulations. The following outlines tasks that may be required for project assignments:

- Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- Conduct a biological survey and prepare a biological memorandum.
- Conduct a cultural resources survey and prepare a cultural resources report.
- Coordinate cultural resource findings with the Archaeological Review Committee.
- Coordinate with the State Historic Preservation Officer, City Historic Preservation personnel and Native American Tribes, as necessary.
- Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.
- Complete a US Army Corps of Engineers Nationwide Permit Application form.
- Submit the biological and cultural resources technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- Public involvement, including meetings and preparation of comment forms.
- Noise and air technical analyses.
- Impacts to prime or unique farmlands or farmland of statewide or local importance.
- Biological or hazardous materials issues.

All reports submitted to the City are subject to City approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Consultant shall; determine, recommend, and obtain the City's concurrence on the preferred alternative to be used for final design.

NOTE: National Environmental Protection Act (NEPA) requirements will be determined by the Consultant in coordination with the City on a project-by-project basis.

3. Property Ownership, Location Survey & Mapping

Research and investigate adjacent property ownership within areas of new construction by use of county and/or city records. The Consultant shall provide a location survey to include location of fences, structures, and above ground utilities (i.e. manholes, pull boxes, etc.) that could conflict with proposed improvements should be identified. Use of City GIS orthophotography in conjunction with the location survey is acceptable. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The Consultant, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric plan and profile sheets and shown on these sheets.

4. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, *etc.*)

5. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. Such SUE effort may include all necessary records research, field investigations (designation), pot-holing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. Pot-holing (locating) is only anticipated if substructure construction/excavation is required. After identifying

utility locations the Consultant shall map utility locations onto plan and profile sheets and aerial photographs. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants.

2. Drainage Analysis

The Consultant will be required to evaluate the necessary level effort for floodplain evaluation and drainage engineering analysis and design needed considering the scope of the project assignment. This may include, but is not limited to evaluation of flows, FEMA/FIRM base flood elevations and floodplain management related issues (i.e. CLOMR/LOMR, etc.), recommendations for erosion/scour protection, and recommendations for the replacement of existing affected drainage structures or addition of new structures in the immediate area.

The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit two (2) "Draft" Drainage Reports for review and comment by City staff. Upon addressing comments from City staff, the consultant shall furnish the City two (2) bound hard copies and a digital version including all data files of the final Drainage Reports.

Prior to performing a drainage study, the Consultant shall meet with the City's Project Manager to discuss the analysis of existing and proposed drainage structures. The Drainage Report shall include:

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- *Time of concentration calculations*
- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, stormwater quality enhancement and meet all floodplain management criteria.
- Summary of the drainage field inspection results including City personnel (public and other local agencies) interviews and drainage structure field inspection forms
- CME's required to construct and maintain the structures
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis
- Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Drainage Report. The Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

Floodplain issues shall be addressed completely to assure the project is in compliance with all applicable federal, state and City of Santa Fe regulations.

A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the appropriate (HEC-2, HECRAS, SWMM or WSPRO) computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); floodplain maps & profiles, inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation, as applicable.

For urban projects, include in the Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Consultant shall prepare a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to the Environmental Protection Agency on behalf of the City. The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

If the project is located in a designated flood hazard area, the consultant shall determine if and prepare all applications for permits required on the project. The consultant shall prepare any submittals needed for Letters of Map Change that may be required based upon the final design and/ or construction as appropriate.

The Consultant shall use the NMDOT "Drainage Design Manual – July 2018", and "National Pollutant Discharge Elimination System Handbook", current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

3. Geotechnical Investigations

A. Geotechnical Services - General

The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment.

The City may elect that the Consultant provide geotechnical services as defined below:

Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- Project location map
- Description of the project scope
- Presentation of the field investigations
- Descriptions of the earth materials encountered during the field investigation
- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- For bridge elements, one soil boring and/or rock core shall be completed at each abutment and each pier element. At the abutments the borings should be taken to a depth of 80 feet. At the piers, the borings should be taken to a depth of 100 feet. Lesser depths of exploration will be acceptable with the presence of bedrock or very dense soil strata.
- For drainage structures, the need for borings will be determined on a site by site basis.
- Geophysical test results
- Plan and profile sheets with test holes or pits shown in plan and profile views

Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepened slope design
- Mitigation of settlements

- Rock excavation and blasting requirements
- Maximum cut slope angles in soil and rock
- Suitability of foundation soils or rock to support an embankment or structure
- Shrink and swell factors of earthwork
- Groundwater affecting the project/need for cut-off trenches
- Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Geotechnical Report
The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. An electronic copy of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services – Structures & Foundations
The Consultant may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The City may elect that the Consultant provide geotechnical services as defined below.

Retaining Walls
Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

Bridge Foundation Analysis
Perform geotechnical analysis of foundations to determine type, size and depths of foundations recommended. Load capacity analysis for vertical loads including immediate and long-term settlement analysis will be required. Lateral load analysis will be required to develop equivalent points of fixity, substructure stiffness and design forces of substructure elements. Suitable design methods are covered in the Manual or as recommended by the State Geotechnical Engineer. Provide a written report, showing completed soil boring lab test results, engineering analysis, foundation recommendations and required foundation depths.

Approach Embankment Analysis
Approach embankments shall be analyzed for long-term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils.

Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

Foundation Report
The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

4. Preliminary Design Plans

The Consultant may be required to provide or conduct the following:

Preliminary Design Plans
Provide preliminary design plans (30% completion plans) for the project which may include: traffic signal & lighting and intersection design details, geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures and a preliminary construction cost estimate by construction type. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.
Project plans shall be prepared to the NMDOT's Standards for general content and format.

30% Completion Design Review
Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% completion review report. Project plan shall be prepared to the City's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit and distribute (1) full sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

5. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having

jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

6. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed

and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE III - FINAL DESIGN

1. Right-of-Way Design

The City may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, the Consultant will provide right-of-way surveying, mapping, title reports, appraisal, negotiationand monumentation.

Right-of-Way Surveying

The development of the right-of-way surveying work shall be closely coordinated with the City staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying the Consultant shall meet with the City to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required. The Consultant shall then submit the work-hour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to the City.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the Consultant shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the project but they may need to be appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

The Consultant, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of-way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-

of-way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

Right-of-Way Mapping
The Consultant shall meet with the City to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The Consultant will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, the Consultant shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the City for first review. Ownership shall be shown on the right-of-way maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are located in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the Consultant. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Consultant as outlined above.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to the Consultant. If alignments or other major changes occur to the right-of-way maps presented for the first review, the City shall be notified and may result in additional time necessary for reviews by the City.

Title Reports
All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook Volume II, utilizing the forms and/or formats set out therein.

Note: For work-hour estimates assume 10 title reports will be required, each a 33 year abstract.

Takes and Construction Maintenance Easements (CME's)
The Consultant shall provide the following:

- A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition.
- A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- Copies of all pertinent documents described in Chain of Title (Index).
- A five year tax search (or computer print out) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- Work map and index identifying each parcel abstracted.
- Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

Temporary Construction Permits (TCP's)
The Consultant shall provide the following:

- Provide current ownership.
- Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

General
The Consultant shall:

- Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the City unless otherwise directed in writing by the City.
- Deliver title reports to the City "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the City incorporating all required corrections and clarifications, and (2) written acceptance by the City of the Consultant's work.
- The City's acceptance or rejection of the Consultant's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.
- The dates for the submission of title reports shall be determined at the initial meeting between the City and Consultant.
- All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound securely (abstract form). All title reports submitted must be prepared by a licensed and bonded Title Company.
- Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.
- Be fully responsible for the accuracy of all work.

The City shall:

- Shall return to the Consultant, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
- May hold a review of the title work for the purpose of further discussion of the type of title work required.
- Shall make available to the Consultant, City records as may be available and pertinent for the purpose of the work herein described.
- May schedule and hold a review with the Consultant and representatives of the City involved in the project as necessary.

Monumentation

Upon assignment of a final map date by the City, the Consultant shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final monumentation maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

2. Final Design

The Consultant may be required to provide or conduct the following:

60% & 95% Completion Design Plans

Provide 60% & 95% design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, storm drain system identification, drainage requirements, TESCM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

60% & 95% Completion Design Review

Schedule and conduct the 60% & 95% completion design review with appropriate City staff. The Consultant shall prepare the 60% & 95% completion review reports (or meeting minutes).

Project plans shall be prepared to the City's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit and distribute (1) full

sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

The Consultant shall provide final design plans, which may include, but are not limited to, the following:

1. General Sheets
    - Title Sheet
    - Vicinity Map
    - Project Layout Sheet
    - Index of Sheets
    - Summary of Quantities
    - General Notes and Incidental Items
    - Environmental Concerns and Mitigation Measures

2. Miscellaneous Sheets
    - Typical Sections
    - Miscellaneous Details
    - Surfacing Schedule
    - Structure Quantities
    - Miscellaneous Quantities
    - Curb and Gutter Layouts
    - Metal Barrier Layouts
    - Erosion and Sediment Control
    - Seeding and Landscaping
    - Grading
    - Visual/Aesthetic Details

3. Plan and Profiles Sheets
    - Mainline
    - Cross Roads

4. Turnout Profiles

5. Bridge/Retaining Wall/Noise Wall Plans

6. Traffic Control Plans
    - Notes
    - Sequence of Construction
    - Sign Face Details
    - Traffic Control Plans

7. Signal Plans
    - Signal Warrant Analysis for at-grade intersections
    - Signal Design Plans

- Interconnect Plans

8. Lighting Plans
    - Lighting Analysis
    - Lighting Plan

9. Permanent Signing and Striping Plans
    - Plans
    - Overhead Signs
    - Sign Face Details

10. Drainage Plans
    - Plan and Profile
    - Structure Sections
    -

11. *Earthwork Cross-Sections*

12. Performance Specifications
    - Small projects not requiring full plans

3. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having *jurisdiction, management responsibilities, sensitive resource responsibilities,* permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the *Consultant shall promptly notify the City in writing, and the City will assist in* resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

4. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

5. Construction Bid Documents

The Consultant shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

i. Two (2) full-size copies of final design plans (36"x 24"); signed by the City's Public Works Director, Engineering Division Director, ADA Coordinator and Historic Preservation Division Director
ii. ONE (1) half-size copies of final design plans (12"x18" or 11"x17");
iii. One (1) electronic copy of the final design plans.
iv. One (1) paper and electronic copy of the final cost estimate.

v. One (1) electronic copy and one (1) bound final sets of complete bidding documents, including wage rates and signed advertisements
vi. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings" two (2) 36" x 24" paper copy and on CD in AutoCAD format (version 2013 or more current).

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

The City may require Construction Engineering and Management Services during construction. If required, a portion or all of the services listed below will be negotiated.

The construction phase will commence with the award of the construction contract and continues until the one-year warranty inspection and report is submitted by the Consultant and approved by the City. The Consultant shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions, and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.
The Consultant shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
2. Daily construction observation, oversight, inspection and daily diary entry;
3. Construction management basic services including:
    - Construction Engineering Technical Support;
    - Review of Construction Contractor material submittals or shop drawings;
    - General project review and response to Construction Contractor's requests for information and clarification;
    - Change order review and preparation;
    - Claims review, documentation, and correspondence;
    - Provide As-Constructed Quantities;
    - Receive, review and approve progress payments (to be forwarded to the City);
    - Preparation and authorization of field inspections and punch lists; and
    - One-year warranty inspection and report

B. Wilson & Company Unit Rate Schedule

2018-2019

		Proposed Rate Schedule	
Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	76.00	76.00
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	81.00	81.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	105.00	105.00
A4	ARCHITECT/(LICENSED)	121.00	121.00
A5	ARCHITECT (LICENSED)	142.00	142.00
A6	ARCHITECT (LICENSED)	162.00	162.00
A7	ARCHITECT (LICENSED)	160.00	160.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	49.00	73.50
AD2	ADMIN ASST II/ RECEPT/MAINT II	51.00	76.50
AD3	ADMIN ASST III/ RECEPT/MAINTIII	71.00	106.50
AD4	ADMIN ASST IV/EXEC ASST IV	82.00	123.00
AD5	SR ADMIN V/EXEX ASST V/ ADM MGR	92.00	138.00
FC1	CONSTRUCTION OBSERVER	54.00	81.00
FC2	CONSTRUCTION OBSERVER	64.00	96.00
FC3	CONSTRUCTION OBSERVER	74.00	111.00
FC4	CONSTRUCTION OBSERVER	92.00	138.00
FC5	CONSTRUCTION OBSERVER	115.00	172.50
FC6	CONSTRUCTION OBSERVER	123.00	123.00
FC7	CONSTRUCTION OBSERVER	138.00	138.00
FS1	CHAINMAN	48.00	72.00
FS2	RODMAN	58.00	87.00
FS3	INSTRUMENTMAN	68.00	102.00
FS4	PARTY CHIEF	78.00	117.00
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	108.00	108.00
FS6	DEPARTMENT HEAD	138.00	138.00
FS7	SR DEPARTMENT MANAGER	178.00	178.00
IA1	INTERN	38.00	57.00
IA2	COLLEGE STUDENT	52.00	78.00
IA3	GRAD STUDENT/COLLEGE GRAD	58.00	87.00
MK3	MRK CORD III/GRAPIC ART III	88.00	88.00
MK4	MRK MGR IV/ GRAPHDESIGN IV/ JR BD	108.00	108.00
OD1	APPRENTICE DRAFTER	52.00	78.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	60.00	90.00
OD3	DRAFTER, DETAILER	76.00	114.00
OD4	SR DRAFT, DETAIL, CAD OPERATOR	96.00	144.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	98.00	147.00
OD6	CHIEF DRAFTER	104.00	156.00
OP1	APPRENTICE STEREO OPERATOR	48.00	72.00
OP2	STEREO OPERATOR	58.00	87.00
OP3	STEREO OPERATOR	68.00	102.00
OP4	SR STEREO OPER, SQUAD LEADER	78.00	117.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	98.00	98.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	128.00	128.00
OP7	CHIEF PHOTOGRAM	158.00	158.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	88.00	88.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	98.00	98.00
P3	STAFF DETAIL DESIGNER (UNLIC)	114.00	114.00
P4	STAFF DETAIL DESIGNER (LICENSED)	136.00	136.00
P5	PROJECT DESIGNER (LICENSED)	172.00	172.00
P6	PROJECT DESIGNER (LICENSED)	216.00	212.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	285.00	285.00
P8	PRINCIPALS (LICENSED)	285.00	285.00
PD1	DETAIL DESIGNER (UNLICENSED)	68.00	102.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	79.00	118.50
PD3	SENIOR DESIGNER II	106.00	159.00
PD4	SENIOR DESIGNER III	118.00	118.00
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	92.00	92.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	112.00	112.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	142.00	142.00
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	252.00	252.00

Sub-consultant Unit Rate is available in the last section , G. Any Additional Pertinent Information.

WILSON &COMPANY

G. Any Additional Pertinent Information

Additional sub-consultant unit rates are provided in the next several pages.

Classification	Proposed Rate
Surroundings	
Principal in Charge	$165
Project Landscape Architect	$120
Project Manager/Designer	$100
CAD/Graphics	$85
Project Assistant/Admin	$70
Western Technologies	
Principal Engineer	$145
Project Engineer	$125
Staff Engineer	$85
Field Engineer/Geologist	$75
Engineering Technician	$58
Keers	
Project Manager Project Leader	Keers is familar with the City of Santa Fe projects and the unit rate is based on the total square foot of the building including floors, basement or tunnel/crawl space.
Santa Fe Vacuum Excavation	
Project Manager	$150

Tierra Right of Way
A LAND SERVICES COMPANY

2019-2020 Billing Rates by Division

The following rates are effective through 12-31-2020.

Division: Right of Way

Classification:	**NM**
Principal-	$ 178.00
VP-Division Director	$ 160.00
Right of Way Division Manager-	$ 130.00
Project Manager-	$ 120.00
Senior Right of Way Agent-	$ 100.00
Right of Way Field Agent-	$ 90.00
Right of Way Technician-	$ 78.00
Title Examiner-	$ 98.00
Permit Specialist-	$ 95.00
Clerical-	$ 55.00
Editor-	$ 75.00

Division: GIS/Mapping

Classification:	**NM**
Project Manager-	$ 93.00
GIS Specialist II-	$ 83.00
GIS Specialist I-	$ 63.00

Expenses: All Divisions

Classification:	**NM**
Mapping-	
8.5"x11"	$ 0.77
11"x17"	$ 1.52
Line-plain (per foot)	$ 2.62
Line-glossy (per foot)	$ 3.52
Graphic-plain (per foot)	$ 4.25
Graphic-glossy (per foot)	$ 8.25
Travel-	
Mileage-Standard vehicle	IRS***
Mileage-4WD (per mile)	$ 0.75
Lodging-	GSA^
Meals	GSA^
Per Diem	GSA^
Airfare	Actual*
Ferry	N/A
Equipment-	
Trimble GPS (day)	$ 103.00

WILSON &COMPANY

Trimble GPS (week)	$ 403.00
Epoch 50 RTK Rover (day)	$ 103.00
Epoch 50 RTK Rover (week)	$ 403.00
Fees-Subconsultants-	
Copies	Actual*
Permit fees	Actual*
Filing fees	Actual*
Sub-consultants	Cost**
Taxes	Actual*

* Actual denotes actual cost will be billed.
** Cost denotes Cost plus 10% markup
*** *IRS denotes the allowed deduction rate as determined by the* IRS for the date the expense was incurred.
^ denotes GSA Schedule rate for area and time period the expense was incurred.
N/A denotes Not Available.

WESTERN TECHNOLOGIES INC.

2019 FEE SCHEDULE

GEOTECHNICAL ENGINEERING SERVICES

PERSONNEL

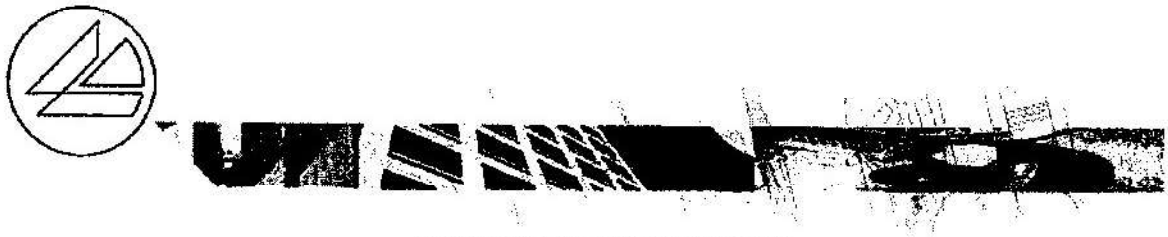
Principal Engineer, P.E.	$145.00/hr.
Project Engineer	$125/hr.
Staff Engineer, E.I.T.	$85.00/hr.
Field Engineer/Geologist	$75.00/hr.
Engineering Technician	$58.00/hr.
Overtime	1.5 Times Hourly Rate
Mileage	0.55/mile
Per Diem	$145.00/man/day

GEOTECHNICAL LABORATORY TESTING
(Applicable ASTM Procedure-Unless Otherwise Noted)

Classification (Visual/Manual Procedure)	$10.00/ea.
Grain Size Analysis	$65.00/ea.
Atterberg Limits, Plasticity	$75.00/ea.
-#200 Wash	$35.00/ea.
Moisture Content	$15.00/ea.
Dry Density Determination	$15.00/ea.
Consolidation, Initial Setup	$100.00/ea.
Additional load increments or saturation	$55.00/ea.
ASTM Expansion Index	$200.00/ea.
Swell-Compression	$75.00/load
Hydrometer Analysis (includes mechanical sieve)	$175.00/ea.
Maximum Density-Optimum Moisture Relations (ASTM:D1557 & 698)	$165.00/ea.
R-Value	$250.00/ea.
Specific Gravity	$75.00/ea.
Soluble Sulfates & Chlorides	$60.00/ea.
pH	$20.00/ea.
Resistivity	$125.00/ea.
Sample Preparation	$55.00/hr.
Direct Shear	$175/each
Unconfined Compression, soil	$25.00/each

Western Technologies Inc.
The Quality People
Since 1955

WILSON &COMPANY



DRILLING/EXPLORATION SERVICES *

Geotechnical Exploration*	
CME 75, 7" (Hollow Stem Auger Drilling to 50 feet maximum)	$8.50/foot
CME 75 7" (Hollow Stem Auger Drilling 50 feet to 150 Feet)	$18.00/Ft
Mob/Demob	$4.50/mile
Hand Auger Drilling Crew and Equipment	$185.00/hr.
Job Preparation	$80.00/hr.
Support Vehicle (4-Wheel Drive)	$90.00/day
Standby/Steam Cleaning	$100.00/hr.
Crew Travel Without Rig	$115.00/hr.

* Drilling fee estimates can be provided on a per-foot basis given a specific site location and scope of work.

Western Technologies Inc.
The Quality People
Since 1955

WILSON &COMPANY

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: WILSON & COMPANY INC
ENGINEERS & ARCHITECTS
DBA: WILSON & COMPANY INC
ENGINEERS

Business Location: P.O. BOX 94000
ALBUQUERQUE, NM 87109

CRS Number: 02-357658-00-8

Owner: JAMES BRADY

License Number: 222663

License Type: Business License - Renewable

Issued Date: December 22, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 22, 2021

Fees Paid: $10.00

WILSON & COMPANY INC ENGINEERS & ARCHITEC
P.O. BOX 94000
ALBUQUERQUE, NM 87199

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

6/1/2022

DATE (MM/DD/YYYY) 9/2/2021

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	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : Hartford Fire Insurance Company	19682
INSURED 3491	WILSON & CO., INC. ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE NM 87109	**INSURER B :** Hartford Casualty Insurance Company	29424
		INSURER C : Hartford Insurance Co of the Southeast	38261
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES 2 **CERTIFICATE NUMBER:** 17804846 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	37 UEN OL5652	6/1/2021	6/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	37 UEN OL5653	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	37 XHU OL 5654	6/1/2021	6/1/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	37 WE OL6J8C	6/1/2021	6/1/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT NAME: SCOPE CHANGE & LEED SERVICES – SOUTHSIDE TEEN CENTER – ARCHITECTURAL & ENGINEERING DESIGN SERVICES. CITY OF SANTA FE, NEW MEXICO IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

17804846
CITY OF SANTA FE
2651 SIRINGO RD. BUILDING E
SANTA FE NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2022 9/2/2021

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Berkshire Hathaway Specialty Insurance Company — 22276
INSURED 1048828 WILSON & CO., INC. ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE NM 87109	**INSURER B :**
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES 2 **CERTIFICATE NUMBER:** 17804976 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	47EPP30530103	6/1/2021	6/1/2022	$1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT NAME: SCOPE CHANGE & LEED SERVICES – SOUTHSIDE TEEN CENTER – ARCHITECTURAL & ENGINEERING DESIGN SERVICES.

CERTIFICATE HOLDER

17804976
CITY OF SANTA FE
2651 SIRINGO RD. BUILDING E
SANTA FE NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200837**

Contractor: **Wilson & Company, Inc**

Description: **Amendment #2 Extending the Term of the Agreement, and Increasing Compensation in the Amount of $1,000,000.00 to a Total Amount of $2,000,000.00 Plus NMGRT for Design Professional Services - Improvment Projects**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **upon approval** Term End Date: **September 18, 2023**

[☐] Approved by Council Date: _____

Contract / Lease: **Contract Amendment**

Amendment # **2** to the Original Contract / Lease # **19-0748**

Increase/(Decrease) Amount $ **1,000,000.00**

Extend Termination Date to: **September 18, 2023**

[☐] Approved by Council Date: _____

Amendment is for: **Increase compensation and extend term**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original Contract (# 19-0748) $500,000.00, Termination Date: 9/18/2019
Amendment #1 (# 19-0748) increase compensation by $1,000,000.00
Amendment #2 (# 19-0748 increase compensation by $1,000,000.00

3. **Procurement History:** **The procurement method was RFP 19/41/P.**

Fran Dunaway (Sep 17, 2021 10:27 MDT) Sep 17, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **Various** **Org / Object:** **Various**

Andy Hopkins (Sep 16, 2021 13:41 MDT) Sep 16, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **James Garduno** Phone # **505-795-2439**

Email: **jdgarduno@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Wilson & Company, Inc

Procurement Title: Wilson & Company, Inc. Design Professional Services

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting Public Works/Facilities Division Staff Name James Garduno

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: _____

James Garduno | Project Administrator | September 31, 2021

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway (Sep 17, 2021 10:27 MDT)

Chief Procurement Officer | Sep 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 any resulting contract.

*

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021
ISSUE NO. 7e Request for Approval of Amendment #2 to Professional Services Agreement 19-0748, Increasing Compensation in the Amount of $1,000,000 to a Total Amount of $2,000,000 Plus NMGRT for Professional Design Services with Wilson & Co. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-795-2491) **Committee Review:** Public Works & Utilities: 09/27/2021 Governing Body: 09/29/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/29/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	EXCUSED		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON SEPTEMBER 27, 2021, BY FORTY DAYS, EXPIRING AT NOON ON NOVEMBER 8, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; and September 27, 2021 (COVID-19 Proclamations II through XII); and

WHEREAS, in Santa Fe County, at least 90.5% of eligible residents ages 18 or older have had at least one dose of a COVID-19 vaccine and at least 80.4% are fully vaccinated, nearly 20 percentage points more than New Mexico as a whole; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations remain high as the highly infections Delta variant accounts for nearly all of the positive cases throughout the State, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, as a result of Proclamation XI and its associated Emergency Orders, the City of Santa Fe reached a 75% vaccination rate among employees – an increase from 50% five weeks prior – and five percentage points higher than the State as a whole; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44

are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; and COVID-19 Proclamation XII is attached as Exhibit L; and

WHEREAS, if not extended, Proclamation XII would expire on September 30, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XII for an additional forty (40) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on November 8, 2021, and an extension by the Governing Body on November 10, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XII is hereby extended by forty (40) days, expiring at noon on November 8, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/State of Emergency Extension XII

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:.

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March **, 2020 at the hour of** 1:12 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

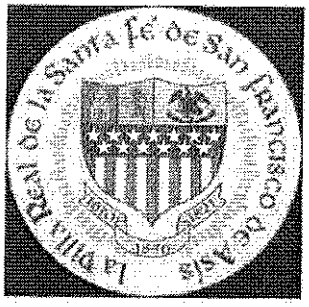
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D"

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July, **2020 at the hour of** 3:04 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT E

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, Proclamation IV expired on September 27 and the Mayor again proclaimed an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation V, attached as Exhibit E, for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation V is hereby extended by sixty (60) days, expiring at noon

on November 30, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 30th day of September, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-39 State of Emergency Extension V

EXHIBIT E

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A .M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT G

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-9

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JANUARY 30, 2021 BY FIFTY-SIX (56) DAYS, EXPIRING AT NOON ON MARCH 29, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; and November 30, 2021 (COVID-19 Proclamations II through VI); and

WHEREAS, on December 1, 2020 the Governing Boy extended COVID-19 Proclamation VI for sixty days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI is attached as Exhibit F; and COVID-19 Proclamation VII is attached as Exhibit G; and

WHEREAS, if not extended, Proclamation VII would expire on February 2, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VI for an additional fifty-six (56) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on March 31, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VII is hereby extended by fifty-six (56) days, expiring at noon on March 29, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of February, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Feb 3, 2021 11:31 MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-9 State of Emergency Extension VII

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VII- COVID-19

January 30, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); and November 30, 2020 (Proclamation VI);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders and Amendments on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders and Amendments on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; November 18, 2020; November 30, 2020; December 2, 2020; and December 9, 2020; and Secretary-Designate Tracie C. Collins issued additional Public Health Orders and Amendments on December 15, 2020; December 23, 2020; December 30, 2020; and January 8, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,064 cases in Santa Fe County as of yesterday, November 29, 2020, nearing twice the number of cases recorded on the date I issued

Proclamation VI (5,053);

WHEREAS, since my last proclamation, several new variants of the COVID-19 virus have been identified that have a higher infection rate, which results in the virus causing more illness and deaths per capita;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 114 Santa Fe County residents have died from COVID-19 infections as of January 29, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow" or "Green", depending upon their COVID-19 positivity rates and infection rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, despite recent improvements in infection and positivity rates, Santa Fe County remains classified as "Red";

WHEREAS, since my last proclamation, the first COVID-19 vaccines were authorized for experimental use in the United States and approximately 250,000 doses have been administered in New Mexico;

WHEREAS, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for both of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue for several months;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases,

while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VI expired at noon today, January 30, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections

20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events while Santa Fe County is classified as "Red" under the State's public health order. When Santa Fe County's NMDOH "Red to Green" status changes to Yellow or Green, this order shall allow or restrict, as applicable, the number of persons and vehicles permitted under the State's limitations for that level of risk to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by five or more individuals or by families in a location's regular course of business. That is, this prohibition does not restrict a person from shopping at a retail location where there are already more than five (5) customers or from entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to shelters, hospitals, or other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Should the City's temporary administrative and sick leave authorized pursuant to Resolution No. 2020-11 and the City Manager's existing administrative leave authority not be sufficient to implement the New Mexico Department of Health's recommended quarantining time periods for close contacts, positive cases, and/or to allow the care of family members who are at home due to the limitations imposed under the declared emergency, the City Manager shall provide administrative leave up to the permitted hours and pursuant to the other limitations that were permitted under the federal leave benefits that expired on December 31, 2020 under the Families First Coronavirus Response Act (FFCRA), including Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA); and

iv. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during the work day, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a

COVID-19 vaccine and the associated booster shot shall be exempt from testing requirements two weeks after receipt of their booster shot;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening

to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets remain in place, except that, beginning on February 7, 2021, the City shall again enforce its Single-Use Carryout Bags Ordinance, Section 21-8, in relation to in-store purchases from grocery stores and super markets.

i. Beginning immediately, stores must permit customers to use reusable bags, but may require customers to pack the bags the customers are reusing.

ii. To the extent that the following orders are more restrictive than the current effective Public Health Order, grocery stores and supermarkets shall:

1. Provide access to handwashing facilities and break time for employees to wash their hands;
2. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
3. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
4. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;
5. Provide, as available, alcohol-based sanitizers in the store for customer use;
6. Implement procedures to sanitize frequent touch-points in the store throughout the day;
7. Discontinue all self-service salad bars, self-service food

stations, including bulk food stations, and product tasting or sampling stands;

8. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

9. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

10. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

11. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

l. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth sports and programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; and medical providers and other industries shall comply with

the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine

cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at

https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise;
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
p. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
q. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30 day of January, 2021 at the hour of_____ o'clock __.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Jan 30, 2021 12:05 MST)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT F

[redacted]

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-44

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON NOVEMBER 30, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency (COVID-19 Proclamation IV);

WHEREAS, on July 29, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, on September 28, 2020, Mayor Webber proclaimed a state of emergency for a fifth time, due to the continuing public health emergency (COVID-19 Proclamation V);

WHEREAS, on September 30, 2020 the Governing Body extended COVID-19 Proclamation V for sixty days;

WHEREAS on November 30, Mayor Webber proclaimed a state of emergency for a sixth time, due to the continuing public health emergency (COVID-19 Proclamation VI); and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; and COVID-19 Proclamation VI is attached as Exhibit F; and

WHEREAS, if not extended, Proclamation VI would expire on December 3, 2020. The Governing Body wishes to extend Proclamation VI for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VI is hereby extended by sixty (60) days, expiring at noon on January 30, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of December, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-44 State of Emergency Extension VI

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VI- COVID-19

November 30, 2020

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency in a second proclamation on March 23, 2020 (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), in a fourth proclamation on July 27, 2020 (Proclamation IV), and in a fifth proclamation on September 28, 2020 (Proclamation V);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020;

June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; and Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; and November 18, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 5,053 cases in Santa Fe County as of yesterday, November 29, 2020, nearly five times the number of cases recorded on the date I issued Proclamation V (1,014);

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation V expired on November 29, 2020;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events. When the State's limitations on mass gatherings permit greater numbers of persons to gather, or restrict gatherings to fewer persons, this order shall allow or restrict, as applicable, the same number to gather. As used herein,

"public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. “Assemble or gather” refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location’s regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:

i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and

iii. City employees shall participate in regular COVID-19 testing if the

City enters an agreement with the New Mexico Department of Health and New Mexico Environment Department for an exemption to Public Health Order Rapid Response COVID-19 closure protocols or if the City otherwise provides regular/surveillance testing for employees.

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to

the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place to the extent the orders are more restrictive than the currently effective Public Health Order:

A. The City shall not enforce its Single-Use Carryout Bags Ordinance, Section 21-8. In particular, the City shall not:

1. Penalize the use of single-use plastic bags;
2. Require the collection of $0.10/bag environmental service fee; or
3. Collect environmental service fees.

B. Grocery stores and supermarkets shall:

1. Not permit customers to bring their own reusable/"from home" bags;
2. Provide, without charging the City's environmental service fee, recyclable paper bags, compostable plastic bags, or single use plastic bags;
3. Provide access to handwashing facilities and break time for employees to wash their hands;
4. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
5. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
6. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;

7. Provide, as available, alcohol-based sanitizers in the store for customer use;

8. Implement procedures to sanitize frequent touch-points in the store throughout the day;

9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;

10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. The November 20, 2020 orders I issued closing sports courts, including basketball courts, handball courts, and any other courts; playground equipment; athletic fields; and other shared infrastructure in City parks, remain in effect as follows:

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;

2. All playground equipment in City parks is closed to the public and may not be used;

3. All athletic fields in City parks are closed; and

4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

l. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

m. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

n. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and

vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
   I promise to:
   Act as if I carry the coronavirus.
   Maintain social distancing of at least six feet.
   Wear a face covering, wash my hands, use sanitizer.
   Buy from local businesses that also make this promise.
   Practice patience, compassion, empathy, connection, respect and love.
   We will keep Santa Fe safe. We will keep Santa Fe open. Together.
n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30th day of November, 2020 at the hour of 10:39 **o'clock** A **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT H

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-19

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 29, 2021 BY FIFTY-FOUR (54) DAYS, EXPIRING AT NOON ON MAY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, and January 20, 2021 (COVID-19 Proclamations II through VII); and

WHEREAS, on February 1st, 2021 the Governing Boy extended COVID-19 Proclamation VII for fifty-six days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; and COVID-19 Proclamation VIII is attached as Exhibit H;

and

WHEREAS, if not extended, Proclamation VIII would expire on April 1, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VIII for an additional fifty-four (54) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on May 26, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VIII is hereby extended by fifty-four (54) days, expiring at noon on May 24, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 31st day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

Kristine Mihelcic (Apr 2, 2021 12:21 MDT)

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-19 State of Emergency Extension VIII

EXHIBIT H

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VIII- COVID-19
March 29, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); and January 30, 2021 (Proclamation VII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 38 of them, beginning on March 13, 2020; , with the most recent issued on March 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,834 cases in Santa Fe County as of March 28, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 142 Santa Fe County residents have died from COVID-19 infections as of March 28, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, and the continuity of those rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, if a county remains within the positivity rates and infection rates of the Green level for the two weeks after being classified as Green, it becomes classified "Turquoise", lifting COVID-19 restrictions significantly;

WHEREAS, Santa Fe County recently became classified as "Green", then "Turquoise";

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs in the County may operate with 33% indoor capacity, and recreation centers and large event centers in the County may operate at 50% capacity;

WHEREAS, if Santa Fe's positivity or infection rates fall below the Green level, the County will fall two levels, to the "Yellow" category, with significantly restricted gatherings and business operations;

WHEREAS, while reopening steps are positive for the County's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, three COVID-19 vaccines have now been authorized for experimental use in the United States and more than 1 million doses have been administered in New Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for all three of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue through at least April and May;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases, while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VII expired at noon today, March 29, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and

certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions, except that, inside City-owned buildings, gatherings for events shall be limited to 150 while Santa Fe County is classified as "Turquoise", shall decrease to 10 if the County's classification becomes Yellow, and return to 20 if the County's classification subsequently returns to Green. The City's Convention Center may increase its occupancy to the State's event center occupancy levels beginning May 6, if the County's classification remains Turquoise or the equivalent;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities gradually and in a safety-conscious manner, and as City employees have the opportunity to get vaccinated, as long as local infection rates continue to remain in the Green levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during their scheduled work days, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a COVID-19 vaccine and the associated booster shot, if applicable, shall be exempt from testing requirements beginning the month when two weeks have lapsed after receipt of their booster shot or two weeks after the vaccine administration, if there is not a booster shot for the vaccine;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or

difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?
ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?
iii. Have you been tested for COVID-19 and are waiting to receive test results?
v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will

continue to accrue and be owed;

j. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

j. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

k. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

l. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. Avoid contact with people who are sick;
b. Practice "social distancing", by maintain six (6) feet between yourself and others;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
d. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
g. Avoid handshaking;
h. Avoid touching your face, nose, and eyes;
i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
j. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;

j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 29 **day of** March**, 2021 at the hour of** 4 **o'clock** P **.M. (MDT).**

_____

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Mar 29, 2021 16:33 MDT)

_____

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT I

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-31

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 24, 2021 BY FORTY-SEVEN (47) DAYS, EXPIRING AT NOON ON JULY 12, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency seven times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, January 20, 2021, March 29, 2021, and May 24, 2021 (COVID-19 Proclamations II through VIII); and

WHEREAS, in Santa Fe County, at least 72.2% of eligible residents ages 16 or older have had at least one dose of a COVID-19 vaccine and at least 60.6% are fully vaccinated; and

WHEREAS, COVID-19 infections continue to spread, and the current 7-day rolling average of cases in Santa Fe County is 18, up from 10 when the last emergency proclamation was extended; and

WHERES, several of the more infectious variants, including one from the United Kingdom and on from California, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H, and COVID-19 Proclamation IX is attached

as Exhibit I; and

WHEREAS, if not extended, Proclamation IX would expire on May 27, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation IX for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on July 12th, 2021 and an extension by the Governing Body on July 14, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IX is hereby extended by forty-seven (47) days, expiring at noon on July 12, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 26th day of May, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-31 State of Emergency Extension IX

EXHIBIT I

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY IX- COVID-19
May 24, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); and March 29, 2021 (Proclamation VIII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 43 of them, beginning on March 13, 2020 ,with the most recent issued on May 14, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,379 cases in Santa Fe County as of May 21, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 146 Santa Fe County residents have died from COVID-19 infections as of May 21, 2021;

WHEREAS, Santa Fe County, and all other Counties but one, are classified as "Turquoise" under the State's updated public health order that classifies counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, vaccination rates, and the continuity of those rates, demonstrating decreased positivity rates and infection rates, and increased vaccination rates, allowing fewer restrictions on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs may operate with 33% indoor capacity, and recreation centers and large event centers may operate at 50% capacity;

WHEREAS, the State Public Health Order issued on April 28th, 2021, provides that counties classified as Turquoise will be Turquoise for at least two, two-week periods in a row, making Turquoise a "sticky" classification;

WHEREAS, Santa Fe's infection rate of 2.88% and vaccination rate of 60.6% are well within the ranges required for the State's Turquoise classification, 7.5% and 45% (to be increased by 5% every other week), respectively;

WHEREAS, Santa Fe's positivity rate of 8.8/100,000, however, is relatively close to the State's Turquoise criteria of 10/100, 0000;

WHEREAS, numerous counties risk reclassification into a more restrictive category on June 2, 2021, based on their rates being outside the State's required Turquoise levels on May 17, 2021;;

WHEREAS, since early April, most schools and children's programs have returned to in-person classes and programming;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 1,881,000 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New

Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second dose, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, the vaccines are now readily available to persons ages 12 or older, but demand has decreased significantly over the last few weeks due to vaccine hesitancy;

WHEREAS, the Centers for Disease Control (CDC) recently updated its facial covering guidance for outdoor activities for all persons and for indoor activities for vaccinated persons, no longer recommending that facial coverings be used in most outdoor settings and no longer recommending that vaccinated persons wear facial coverings in most indoor settings, recognizing the efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, Proclamation VIII expired at noon today, May 24, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to

persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions; City facilities shall accommodate public use up to the State's permitted occupancies to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs);

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to remain in the Turquoise levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following applicable CSPs and requirements and wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to

not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. City employees who are not vaccinated are encouraged, but not required, to get tested on a regular basis;

d. When inside the publically accessible areas of City facilities, and when engaging in direct, in-person services to members of the public outdoors, employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, while charges will continue to accrue and be owed;

l. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

m. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age,

i. persons in Santa Fe must wear a facial covering in health care settings, including but not limited to hospitals, long-term care

facilities, and doctors' offices; public transit; homeless shelters, and as required by federal and state, laws, rules, and regulations;

ii. local businesses and employers may require facial coverings for clients, employees, and customers; and

iii. unvaccinated persons must wear facial coverings in indoor public settings and when attending outdoor ticketed public events, such as concerts and sporting events.

These requirements apply except when persons are eating or drinking. As used here, "public setting" means places that are open to the public;

n. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

o. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
b. Seek relief funds for overdue rent and utilities payments. Available sources include the following:

i. For rent and/or mortgage assistance, from the following sources:
    1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
    2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

c. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
d. Avoid contact with people who are sick;
e. Practice "social distancing", by maintain six (6) feet between yourself and others;
f. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
g. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
h. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
i. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
j. Avoid handshaking;
k. Avoid touching your face, nose, and eyes;
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell

phones, and other electronic devices); and

m. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;
j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors who have symptoms or know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 24 day of May, 2021 at the hour of 5 o'clock P.M. (MDT).

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT J

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-40

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 12, 2021 BY TWENTY-SIX (26) DAYS, EXPIRING AT NOON ON AUGUST 9, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency eight times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; and July 12, 2021 (COVID-19 Proclamations II through X); and

WHEREAS, in Santa Fe County, at least 81.2% of eligible residents ages 16 or older have had at least one does of a COVID-19 vaccine and at least 72.4% are fully vaccinated; and

WHEREAS, several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; and COVID-19 Proclamation X is attached as Exhibit J; and

WHEREAS, if not extended, Proclamation X would expire on July 15, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation X for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on August 9, 2021 and an extension by the Governing Body on August 11, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation X is hereby extended by twenty-six (26) days, expiring at noon on August 9, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 14th day of July, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 20, 2021 10:20 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-40 State of Emergency Extension X

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY X- COVID-19

July 11, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); and May 24, 2021 (Proclamation IX);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and former Secretary Tracie C. Collins, issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on June 30, 12021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,642 cases in Santa Fe County as of June 6, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 151 Santa Fe County residents have died from COVID-19 infections as of June 6, 2021;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico;

WHEREAS, Centers for Disease Control (CDC) no longer recommends facial coverings for outdoor activities and it no longer recommends facial coverings for

vaccinated persons in indoor settings, recognizing the high efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, while New Mexico leads the nation in percent decreases in COVID in the last 14 days, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the more contagious Delta variant;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, Proclamation IX expired at noon today, July 12, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs) and as not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to decrease and as long as City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons who are following applicable CSPs and requirements and wearing a facial covering may enter City facilities

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees who are not vaccinated shall be encouraged, but not required, to get tested on a regular basis.

d. When inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

k. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-

compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;

ii. Avoid handshaking; and
iii. Avoid all non-essential travel, including plane trips and cruise ships.

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors who have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
m. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 12 **day of** July**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 15:43 MDT)

KRISTINE MIHELCIC, CITY CLERK

(S E A L)

Exhibit K

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY XI- COVID-19

August 9, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); and July 11, 2021;

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on July 30, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,939cases in Santa Fe County as of August 4, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 153 Santa Fe County residents have died from COVID-19 infections as of August 4, 2021;

WHEREAS, while the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico, but rates of vaccination have decreased significantly over the course of the

last few months;

WHEREAS, Centers for Disease Control (CDC) recommends that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside again, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Santa Fe County residents have a 74% vaccination rate among adults;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the Delta Variant;

WHEREAS, the CDC currently classifies Santa Fe County as having a "Substantial" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds have been difficult for some residents to access who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires adherence to COVID-Safe Practices (CSPs), which require employers to follow the CDC's recommendations

regarding wearing facial coverings;

WHEREAS, after a period with few or no employees with positive COVID tests, there have recently been 5 employees with positive COVID-19 tests;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation X expired at noon today, August 9, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the

applicable COVID-Safe Practices (CSPs) when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and begin increasing in-person services again when local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as

confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. When the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test

results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the

extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico,

Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible,

preferably vaccination before arrival and testing for unvaccinated participants;

e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 9 **day of** August**, 2021 at the hour of** 3 **o'clock** P**.M. (MDT).**

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 9, 2021 15:52 MDT)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-47

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON AUGUST 9, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON SEPTEMBER 27, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021, and August 9, 2021 (COVID-19 Proclamations II through XI); and

WHEREAS, in Santa Fe County, at least 83.6% of eligible residents ages 18 or older have had at least one does of a COVID-19 vaccine and at least 74.9% are fully vaccinated; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations are increasing again as several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, New Mexico has seen a rapid rise in positive cases as a result of the highly infectious nature of the Delta variant, with most cases and hospitalizations occurring among the unvaccinated; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution

No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, and COVID-19 Proclamation XI is attached as Exhibit K; and

WHEREAS, if not extended, Proclamation XI would expire on August 12, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XI for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on September 27th, 2021, and an extension by the Governing Body on September 29th, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XI is hereby extended by forty-seven (47) days, expiring at noon on September 27, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 11th day of August, 2021.

ALAN WEBBER, MAYOR

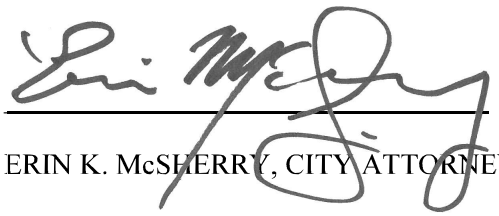
ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Aug 16, 2021 18:33 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-47 State of Emergency Extension XI

11. DISCUSSION/ACTION ITEMS

b. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)

A Resolution Extending the Emergency Proclamation Declared by the Mayor on September 27, 2021, by Forty Days, Expiring at Noon on November 8, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcshery@santafenm.gov, 955-6961)

Committee Review:

Governing Body: 09/29/21

Name: Stefanie Beninato
Comment - 09/29/2021 08:59 AM: (No Vote)
I am against any more emergency measures because the city is not enforcing ones now (especially masks at recreational facilities).

City of Santa Fe, New Mexico
Memorandum

Date: September 15, 2021

To: Ethics and Campaign Review Board, Quality of Life, and Governing Body

From: Kristine Mihelcic, City Clerk KM
Marcos Martinez, Senior Assistant City Attorney MM

RE: Ranked Choice Voting Tie Votes

EXECUTIVE SUMMARY:

Current City Code states that in the event of a tie for the fewest number of votes during any round of ranked choice voting, the candidate to be eliminated shall be chosen by lot. The proposed Bill changes the process by resolving the tie in favor of the candidate who received the greatest number of combined first choice votes and transferred votes during the previous state of tabulation.

The proposed bill would make the City's Code consistent with the Secretary of State's Administrative Rules on resolving ties for ranked choice voting elections. The State Rule on tie votes is codified at 1.10.14.10(B) NMAC.

ACTION REQUESTED:

Staff requests approval of the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Michael J. Garcia

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

AMENDING SECTION 9-1.7 SFCC 1987 REGARDING RANKED CHOICE VOTING TO AMEND HOW A TIE VOTE BETWEEN TWO CANDIDATES IS RESOLVED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 9-1.7 of SFCC 1987 (being Ord. No. 2017-26, § 1, as amended) is amended to read:

9-1.7 Ranked Choice Voting.

A. *Authority*. The city has the authority to enact this section under all powers possible for a city to have under the constitution and laws of New Mexico by virtue of its enactment of its charter pursuant to the provisions of Article X, Section 6 of the New Mexico Constitution, and pursuant to the New Mexico Municipal Charter Act including all implied powers and all powers necessary to implement all express powers of the city, as if each and every one of the city's implied powers were fully, completely and expressly enumerated in its charter.

B. *Definitions.* As used in this section, the following terms have the following meanings:

(1) *Choice* means an indication on a ballot of a voter's assigned ranking of candidates (i.e., first choice, second choice, third choice) for any single office according to the voter's preference.

(2) *Continuing ballot* means a ballot that counts towards a continuing candidate.

(3) *Continuing candidate* means a candidate that has not been eliminated.

(4) *Duplicate ranking* means a voter has ranked the same candidate at multiple rankings for the office being counted. The highest ranking for the candidate is valid and any lower rankings of that candidate shall be ignored.

(5) *Exhausted ballot* means a ballot that cannot be advanced because no further continuing candidates are ranked on that ballot.

(6) *Incorrectly marked ballot* means a ballot showing an overvote, undervote, duplicate ranking, skipped ranking, or unused ranking, and shall be rejected with an error message. A person who accidentally spoils or erroneously prepares the ballot may return the spoiled or erroneously prepared ballot to the election judge and receive a new ballot.

(7) *Majority of votes* means fifty (50) percent plus one (1) of the votes cast for a continuing candidate.

(8) *Next ranked* means the highest ranked choice for a continuing candidate.

(9) *Overvote* means a voter has ranked more than one candidate at the same ranking. If a voter gives the same ranking to more than one (1) candidate, the voter's rankings shall be counted in order of preference, stopping at the point where the ballot contains the same ranking for more than one (1) candidate.

(10) *Ranked choice voting* means an election system in which voters rank the candidates for office in order of preference, and the ballots are counted in rounds that

simulate a series of runoffs until one candidate receives a majority of votes. Ranked choice voting is also known as "instant runoff voting."

(11) *Round of counting or round* means a step in the counting process during which votes for all continuing candidates are tabulated for the purpose of determining whether a candidate has achieved a majority of the votes cast for a particular office and, absent a majority, which candidate or candidates must be eliminated.

(12) *Skipped ranking* means a voter has left a ranking blank and ranks a candidate in a subsequent ranking. If a voter skips a numerical ranking, the skipped ranking will be ignored and the next indicated ranking on that ballot will be valid.

(13) *Undervote* means a voter did not rank any candidates for an office.

(14) *Unused ranking* means the voter has ranked at least one (1), but not all, candidates.

(15) *Vote* means a ballot choice that is counted toward the election of a candidate. During each round of counting, each continuing ballot contains one vote. All first choices are votes and lower ranked choices are potential runoff votes that may, in accordance with the requirements of this section, become votes and subsequently credited for a continuing candidate.

C. *General Provisions.*

(1) Ranked choice voting elections for the offices of mayor, councilor and municipal judge shall be conducted according to the procedures in this section.

(2) Ranked choice voting shall commence with the 2018 regular municipal election and continue for all regular municipal elections thereafter unless later repealed or invalidated by a subsequent federal, state or city law, statute, rule, regulation, or ordinance.

(3) The New Mexico secretary of state must certify the software prior to the

use of ranked choice voting.

D. *Ballot.* The ranked choice voting ballot shall allow voters to rank all choices.

E. *Tabulation.* The ballots shall be counted in rounds.

(1) In the first round, every ballot shall count as a vote towards the first choice candidate.

(2) After any round, if any candidate receives a majority of votes, that candidate shall be declared the winner.

(3) If no candidate receives a majority of votes, the candidate receiving the fewest number of votes shall be eliminated.

(4) Every ballot counting towards the eliminated candidate shall be transferred to the next ranked continuing candidate. All the continuing ballots for all continuing candidates shall be counted again in a new round.

F. *Ties.* [~~In the event that two (2) or more candidates tie for the fewest number of votes, the candidate to eliminate shall be chosen by lot~~] If a tie between candidates occurs at any stage in the tabulation, the tie shall be resolved in favor of the candidate who received the greatest number of combined first choice votes and transferred votes at the previous stage of tabulation. If the first round tabulation results in a tie between candidates, the tie shall be resolved against the candidate who received the least number of combined second choice votes.

G. *Severability.* The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is determined to be impossible of performance, or held to be invalid or unenforceable by a court of competent jurisdiction, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of this Campaign Code.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Ranked Choice Tie Votes

FIR No. 10337

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): **Ranked Choice Tie Votes**

Sponsor(s): Councilor Garcia

Reviewing Department(s): Community Development/Planning and Land Use, Finance

Staff Completing FIR: Kristine Mihelcic/Marcos Martinez Date: 9/15/21 Phone: 955-6846/955-6502

Reviewed by City Attorney: _____ Date: Sep 15, 2021

Reviewed by Finance Director: _____ Date: Sep 20, 2021

Summary:
This Bill amends the Election Code, Section 9-1.7 SFCC 1987, to revise how tie votes are resolved for candidates in a given round. The current method is to choose the candidate to be eliminated by lot. The amendments change the method to one in which the tie is resolved in favor of the candidate who receives the greatest number of combined first choice and transferred votes from the previous round.

Departments Affected:
City Clerk and City Attorney

Consequences of Not Enacting Legislation:
The current method of resolving tie votes will remain, a method that relies entirely on chance and does not take into account first choice or transferred votes from previous rounds.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
In the event of a tie, the City Clerk will no longer have to conduct a drawing of lots to determine which candidate is eliminated.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Marcos Martinez
Marcos Martinez (Sep 15, 2021 16:31 MDT)

Email: mdmartinez@santafenm.gov

Signature: Kristine Mihelcic
Kristine Mihelcic (Sep 16, 2021 13:19 MDT)

Email: kmmihelcic@santafenm.gov

11. DISCUSSION/ACTION ITEMS

c. **Request to Publish Notice of Public Hearing on October 27, 2021.**

Consideration of Bill No. 2021-23. An Ordinance Amending Section 9-1.7 SFCC 1987 Regarding Ranked Choice Voting to Amend How a Tie Vote Between Two Candidates is Resolved. (Councilor Garcia) (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502 and Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:

Introduced: 09/20/21 (Finance Committee)
Ethics and Campaign Review Board: 09/28/21
Governing Body (Request to Publish): 09/29/21
Quality of Life Committee: 10/06/21
Finance Committee: 10/18/21
Governing Body (Public Hearing): 10/27/21

Name: Stefanie Beninato
Comment - 09/29/2021 08:59 AM: (For)
Good

City of Santa Fe, New Mexico
Memorandum

Date: September 26, 2021

To: The Governing Body

From: Kyra Ochoa, Director of Community Health and Safety KO

RE: Resolution Supporting Afghan Refugee Resettlement in Santa Fe

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EXECUTIVE SUMMARY:

A resolution that recognizes the need to support community efforts on behalf of Afghan Immigrants in need of humanitarian assistance arriving in New Mexico and reaffirming the City of Santa Fe's commitment to being a welcoming community.

BACKGROUND:

Currently, Afghan refugees are fleeing war, armed conflict, violence, religious persecution, and human rights abuses from the Taliban organization. Afghan refugees are persecuted by Taliban forces for aiding the United States military, its allies, and other organizations during the war effort in key roles as interpreters, and in intelligence collection, among other duties; and refugees, also known as evacuees, that need to be resettled include men, women, and children – all of whom cannot return home due to their extreme vulnerability and their country's political turmoil. The evacuees are being processed at the various military bases by U.S. Citizenship and Immigration Services and the U.S. Department of State, Bureau of Population, Refugees and Migration. In New Mexico, Lutheran Family Services Rocky Mountains (LFSRM) is assisting with the resettlement of refugees, with a goal of resettling 200 refugees in Albuquerque, 100 in Las Cruces, and 100 in Santa Fe and has asked for public declarations of support for these refugees. LFSRM is part of the Lutheran Immigration and Refugee Services network, one of nine national resettlement networks in the U.S, and the only resettlement program in New Mexico. In Santa Fe, LFSRM is coordinating with the Interfaith Alliance.

The City of Santa Fe's Charter and policies have long welcomed, integrated, and embraced migrants, immigrants, refugees and their families into the local community irrespective of citizenship status. Notably,

- City Resolution No. 1999-6 declared a policy of non-discrimination on the basis of a person's national origin and that the City of Santa Fe will be a community where all persons will be treated equally with respect and dignity regardless of their immigration status; and
- City Resolution No. 2017-19 reaffirmed the City's stated position in Resolutions 1985-129 and 1999-6 and its commitment to human and civil rights as a welcoming community for immigrants and refugees.

The most effective ways for the City to support Afghan resettlement are the following: 1) to welcome Afghan refugees; 2) to express support for existing community efforts to assist the arriving Afghan immigrants in our community; and 3) to call upon other communities to join Santa Fe in supporting a strong national effort to resettle the most vulnerable Afghan refugees.

City of Santa Fe, New Mexico
Memorandum

ACTION REQUESTED:

Staff requests approval of the Resolution as presented.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

REAFFIRMING THE CITY OF SANTA FE'S COMMITMENT TO BEING A WELCOMING COMMUNITY; RECOGNIZING THE NEED TO SUPPORT COMMUNITY EFFORTS ON BEHALF OF AFGHAN IMMIGRANTS IN NEED OF HUMANITARIAN ASSISTANCE ARRIVING IN NEW MEXICO; AND ASKING NEIGHBORING COMMUNITIES TO ALSO SUPPORT THE INTEGRATION OF THE REFUGEES ARRIVING IN SANTA FE.

WHEREAS, the Preamble of the City of Santa Fe ("City") Charter declares: "We, the people of Santa Fe, a capital city for four centuries, a community with rich and lasting multi-cultural traditions and a history of tolerance toward all peoples, cultures, traditions, and lifestyles, recognize our right to define our way of life and our form of government;" and

WHEREAS, the voters of the City, as a means to maximize their self-determination and self-governance, adopted a home-rule charter on December 9, 1997 and subsequent charter amendments in 2008, 2014, and 2018; and

WHEREAS, the City has a long adopted policies that welcome, integrate, and embrace

migrants, immigrants, refugees and their families into the local community irrespective of citizenship status; and

WHEREAS, City Resolution No. 1985-129 declared the City a city of refuge for refugees from El Salvador and Guatemala and resolved that the City, its agents, agencies, officers, and employees in performance of official duties, would not, to the extent legally possible, assist or voluntarily cooperate with Immigration and Naturalization Service Investigations or arrest procedures relating to alleged violations of immigration law by Salvadorans and Guatemalan nationals; and

WHEREAS, City Resolution No. 1999-6 declared a policy of non-discrimination on the basis of a person's national origin and that the City would be a community where all persons would be treated equally with respect and dignity regardless of their immigration status; and

WHEREAS, City Resolution No. 2017-19 reaffirmed the City's stated position in Resolutions 1985-129 and 1999-6 and its commitment to human and civil rights as a welcoming community for immigrants and refugees; and

WHEREAS, because of its longstanding policies of being welcome to all people of all nationalities and backgrounds, the City supports its neighboring communities that seek to do the same; and

WHEREAS, Afghan refugees are fleeing war, armed conflict, violence, religious persecution, and human rights abuses from the Taliban organization; and

WHEREAS, Afghan refugees are persecuted by Taliban forces for aiding the United States military, its allies, and other organizations during the war effort in key roles such as acting as interpreters and assisting with and intelligence collection, among other duties; and

WHEREAS, refugees that need to be resettled include men, women, and children – all of whom cannot return home due to their extreme vulnerability and their country's political turmoil; and

WHEREAS, the Governing Body supports the welcoming of refugees, in keeping with our national values and respect for human rights; and

WHERERAS, the Governing Body is committed to combating xenophobia, racism, and discrimination against Afghan refugees; and

WHEREAS, many Americans are Americans because their parents, grandparents, or great grandparents were refugees who sought to escape poverty and violence elsewhere and saw the open arms with which the United States reached out to them, assuring a safe place to resettle and begin a new life; and

WHEREAS, it is as important as ever to recognize the contributions immigrants have historically provided the United States and to welcome immigrants to the community as new members who will contribute to the intricate social fabric; and

WHEREAS, the health and welfare of the City's neighboring communities affects the City's health and welfare; and

WHEREAS, the most effective way for the City to assist Afghan immigrants arriving in our community at this point is to support its residents' efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City reaffirms and continues to abide by its non-discrimination policies set forth in Resolutions 1985-129; 1999-6; and 2017-19, including its commitment to human and civil rights and its status as a welcoming community for immigrants and refugees.

BE IT FURTHER RESOLVED that the Governing Body welcomes newcomers and actively fosters an inclusive environment for all people regardless of race, ethnicity, place of origin, or religion.

BE IT FURTHER RESOLVED that the Governing Body rejects rhetoric based on fear and hate against Afghan refugees, particularly Islamophobia, that inflames hate and violence at home and abroad.

BE IT FURTHER RESOLVED that the Governing Body reaffirms that the nation's founding principles, including freedom of religion, are as important today as they have ever been.

BE IT FURTHER RESOLVED that the Governing Body affirms its support for the resettlement of Afghan refugees and pledges to continue to work with leaders across all sectors to identify ways to support the integration of these newcomers to the United States and that the Governing Body calls upon other communities to join the City in supporting a stronger national effort to resettle the most vulnerable Afghan refugees.

BE IT FURTHER RESOLVED that the City Manager assign coordination of the City's efforts to the appropriate City personnel, including but not limited to personnel such as the Health and Community Safety Department Director.

BE IT FURTHER RESOLVED that the City Clerk is directed to transmit copies of this Resolution to the members of the Santa Fe County Board of Commissioners and the Santa Fe County Manager requesting support for the successful integration of the refugees arriving in Santa Fe.

PASSED, APPROVED, AND ADOPTED this __ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Afghan Immigration Support

FIR No. 10346

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: **X**

Short Title(s): Afghan Immigration Support

Sponsor(s): Mayor Webber

Reviewing Department(s): Community Health and Safety, City Attorney's Office

Staff Completing FIR: Kyra Ochoa Date: 9/23/21 Phone: 505-955-6603

Reviewed by City Attorney: _____ Date: Sep 27, 2021

Reviewed by Finance Director: _____ Date: Sep 27, 2021

Summary:
A Resolution stating the Governing Body's Commitment to Welcoming Afghan Refugees in Santa Fe and supporting community efforts to assist resettlement efforts, including a call for other communities to join in welcoming and supporting Afghan refugees.

Departments Affected:
Community Health and Safety

Consequences of Not Enacting Legislation:
The Governing Body will not express its support for community efforts to assist resettlement efforts of Afghan immigrants.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Items related to Afghan Resettlement may come before the Immigration Committee and/or the Veteran's Committee in the future.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: krochoa@santafenm.gov

11. DISCUSSION/ACTION ITEMS

d. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)

A Resolution Recognizing the Need for Coordination of Assistance for Afghan Immigrants in Need of Humanitarian Assistance Arriving in New Mexico; Adopting a Strategy to Assist; and Reaffirming the City of Santa Fe's Commitment to Being a Welcoming Community. (Kyra Ochoa, Community Health and Safety Department Director: krochoa@santafenm.gov, 955-6603)

Committee Review:

Introduced: 09/27/21 (Public Works and Utilities Committee)

Governing Body: 09/29/21

Name: Stefanie Beninato

Comment - 09/29/2021 08:59 AM: (No Vote)

Please discuss some of these measures and how the city will measure effectiveness and track the funds.

MIDTOWN SANTA FE

Governing Body – Progress Report

September 29, 2021

NINE-STEP ACTION PLANS

1. City As Master Developer (Cancel RFEI Solicitation) ✓
2. Rezone Site (Development Framework Plan)
3. Plan for Infrastructure
4. Prepare Site and Buildings for Reuse and Redevelopment
5. Reuse Existing Buildings for Community Purposes
6. Promote Garson Studies Complex
7. Identify Parcels for Mixed-Income and Affordable Housing Development
8. Access and Establish a Public Funding Mechanism
9. **Engage the Public for Development Planning**

(From Memo to Governing Body, from Rich Brown, Director of Community & Economic Development, dated March 26, 2021)

Midtown Santa Fe: Goal Areas

Long-Term Development Goals

- Higher education
- Housing choices for all incomes
- Film and multimedia industry
- Local community arts and culture
- Technology and innovation

Public Policy Financial Goals

- Generate near-term revenues to pay operating costs (including bond repayment)
- Create long-term value to achieve economic and community development goals

Community Development Goals

- Public Engagement
  - Inclusive
  - Transparent
- Development
  - Sustainable
  - Equitable
  - Public Open Space and Facilities

Based on the Midtown Planning Guidelines approved by the Governing Body in 2018

Predevelopment Planning Phases

…standard practices in large scale public private development

CONCEPT PHASE: ***CREATE A VISION*** *(get to know the site)*

- Agree on shared vision and set of goals
- Develop conceptual ideas for the site

PLANNING PHASE: ***CREATE A PLAN*** **(***based on the Concept Phase***)**

- Regulate land uses and a development framework
- Establish a community development plan to ensure community and public policy objectives

IMPLEMENTATION PHASE (*regulated development based on approved plans***)**

- Develop projects with mission-oriented developers that can achieve public goals.
- Create a structure that provides for ongoing public planning and programming

Where are we in the Planning Phase?

SUMMER & FALL 2021	FALL 2021 & WINTER 2022	SUMMER 2022	10-25 YEARS

City's Role as the Steward of Midtown

The City is not the developer.

The City is leading a team of planning and public engagement consultants to create two inter-connected plans that will be combined to create the Midtown Redevelopment Plan.

1. **DEVELOPMENT FRAMEWORK PLAN**: lays out land uses and infrastructure framework to enable future development and investment.

2. **COMMUNITY DEVELOPMENT PLAN**: identifies community goals and benefits that will be delivered as development occurs.

These inter-connected plans will guide the City and allow for- and non-profit developers to implement development

Midtown planning

Two elements – One collaborative approach

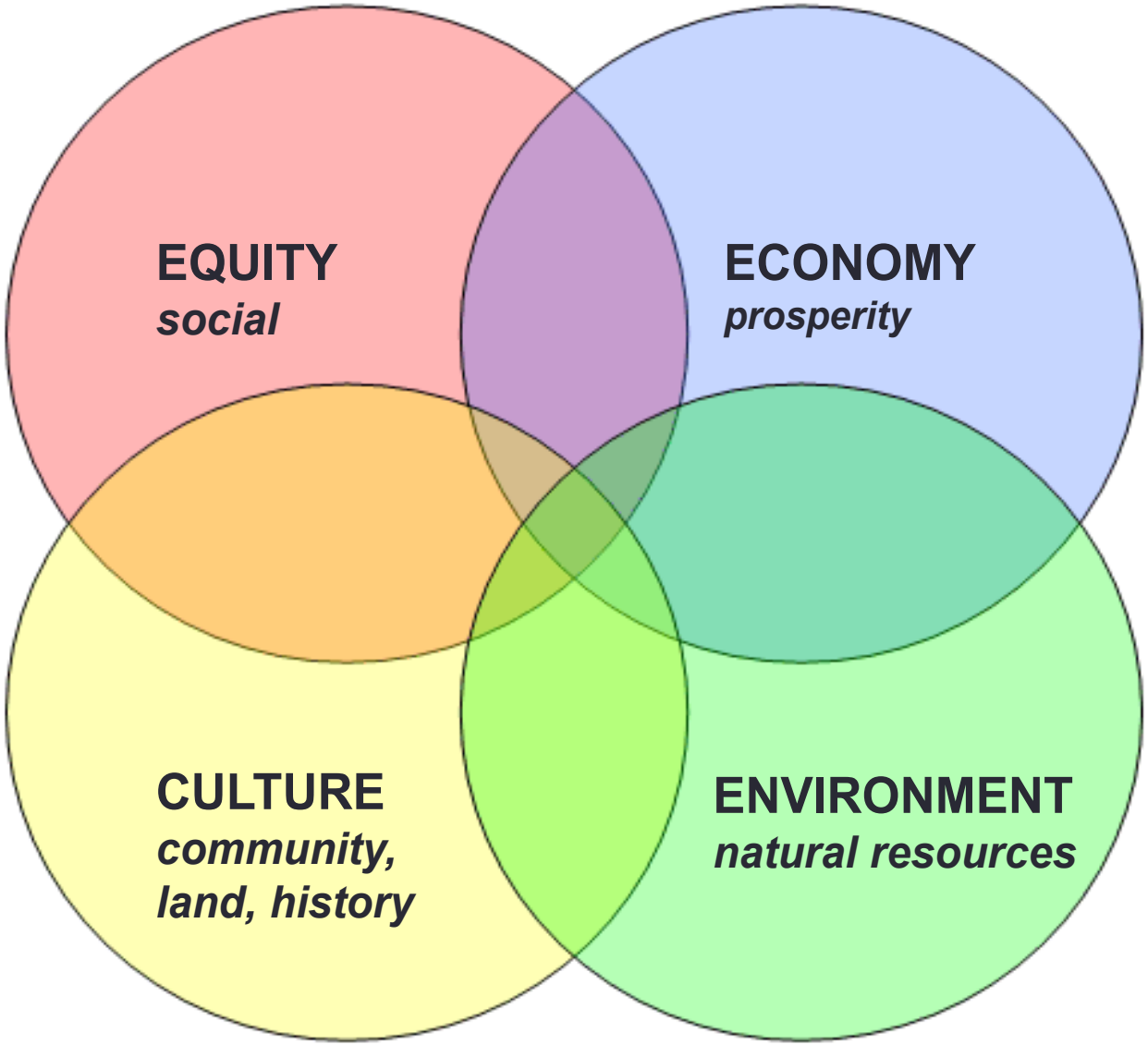
DEVELOPMENT FRAMEWORK PLAN

- **Systems oriented to guide land and infrastructure**
- **Enables the type of development that communities want and envision**
- **Recognizes and respects land with site sustainability practices**
- **Includes connected streets, infrastructure, open space, water management systems**
- **Specifies allowable and not-allowable land uses**

COMMUNITY DEVELOPMENT PLAN

- **Policy oriented to achieve public goals**
- **Specifies what developers deliver**
- **Includes community objectives, such as housing affordability, job creation and access, green building, community arts, public programming, land acknowledgement**
- **Addresses impacts of development on surrounding neighborhood and city**

Midtown Planning Sessions



Building on the public's goals for an equitable and sustainable Midtown

July 2021 Listening Sessions Feedback

Equity – Community Development

- Housing, Access
- Public + Community Uses
- Build/Strengthen Local
- Capacity + Communities

July 2021 Listening Sessions Feedback

Environment – Land Development

- Green Buildings/ Sustainable Infrastructure
- Smart Growth + Connectivity
- Stormwater Management
- Development
- Community Design

July 2021 Listening Sessions Feedback

Economy – Economic Development

- Job Creation + Access
- Job Training + Career Education
- Future Planning

July 2021 Listening Sessions Feedback

Culture – Memory of Place

- Place Acknowledgement
- Physical Character
- Citywide Destination
- Community Programming

September Planning Sessions Feedback

Sustainability + Health

Enabling Sustainable Design

- **LEED ND =** Leadership in Energy and Environmental Design for Neighborhood Design
- Sustainable design certification program
- Use LEED ND principles to guide framework designs to allow for certification if pursued

LEED® FOR NEIGHBORHOOD DEVELOPMENT

110 TOTAL POINTS POSSIBLE

SMART LOCATION & LINKAGE — 27 POSSIBLE POINTS

PREREQ 1	Smart Location	REQ
PREREQ 2	Imperiled Species and Ecological Communities	REQ
PREREQ 3	Wetland and Water Body Conservation	REQ
PREREQ 4	Agricultural Land Conservation	REQ
PREREQ 5	Floodplain Avoidance	REQ
CREDIT 1	Preferred Locations	●●●●●●●●●●
CREDIT 2	Brownfield Redevelopment	●●
CREDIT 3	Locations w/ Reduced Automobile Dependence	●●●●●●●
CREDIT 4	Bicycle Network and Storage	●
CREDIT 5	Housing and Jobs Proximity	●●●
CREDIT 6	Steep Slope Protection	●
CREDIT 7	Site Design for Habitat / Wetland & Water Body Conservation	●
CREDIT 8	Restoration of Habitat/Wetlands and Water Bodies	●
CREDIT 9	Long-Term Conservation Mgmt. of Habitat/Wetlands & Water Bodies	●

NEIGHBORHOOD PATTERN & DESIGN — 44 POSSIBLE POINTS

PREREQ 1	Walkable Streets	REQ
PREREQ 2	Compact Development	REQ
PREREQ 3	Connected and Open Community	REQ
CREDIT 1	Walkable Streets	●●●●●●●●●●●●
CREDIT 2	Compact Development	●●●●●●
CREDIT 3	Mixed-Use Neighborhood Centers	●●●●
CREDIT 4	Mixed-Income Diverse Communities	●●●●●●●
CREDIT 5	Reduced Parking Footprint	●
CREDIT 6	Street Network	●●
CREDIT 7	Transit Facilities	●
CREDIT 8	Transportation Demand Management	●●
CREDIT 9	Access to Civic and Public Spaces	●
CREDIT 10	Access to Recreation Facilities	●
CREDIT 11	Visitability and Universal Design	●
CREDIT 12	Community Outreach and Involvement	●●
CREDIT 13	Local Food Production	●
CREDIT 14	Tree-Lined and Shaded Streets	●●
CREDIT 15	Neighborhood Schools	●

GREEN INFRASTRUCTURE & BUILDINGS — 29 POSSIBLE POINTS

PREREQ 1	Certified Green Building	REQ
PREREQ 2	Minimum Building Energy Efficiency	REQ
PREREQ 3	Minimum Building Water Efficiency	REQ
PREREQ 4	Construction Activity Pollution Prevention	REQ
CREDIT 1	Certified Green Buildings	●●●●●
CREDIT 2	Building Energy Efficiency	●●
CREDIT 3	Building Water Efficiency	●
CREDIT 4	Water-Efficient Landscaping	●
CREDIT 5	Existing Building Use	●
CREDIT 6	Historic Resource Preservation and Adaptive Reuse	●
CREDIT 7	Minimized Site Disturbance in Design and Construction	●
CREDIT 8	Stormwater Management	●●●●
CREDIT 9	Heat Island Reduction	●
CREDIT 10	Solar Orientation	●
CREDIT 11	On-Site Renewable Energy Sources	●●●
CREDIT 12	District Heating and Cooling	●●
CREDIT 13	Infrastructure Energy Efficiency	●
CREDIT 14	Wastewater Management	●●
CREDIT 15	Recycled Content in Infrastructure	●
CREDIT 16	Solid Waste Management Infrastructure	●
CREDIT 17	Light Pollution Reduction	●

INNOVATION & DESIGN PROCESS — 6 POSSIBLE POINTS

CREDIT 1	Innovation and Exemplary Performance	●●●●●
CREDIT 2	LEED Accredited Professional	●

REGIONAL PRIORITY CREDIT — 4 POSSIBLE POINTS

CREDIT 1	Regional Priority	●●●●

FOR MORE INFORMATION SEE THE LEED REFERENCE GUIDE FOR GREEN NEIGHBORHOOD DEVELOPMENT

September Planning Sessions Feedback

How can Midtown work as part of a district?

Midtown:

1. In Santa Fe
2. In The Midtown LINC
3. And Adjacent Neighborhoods
4. And Adjacent properties

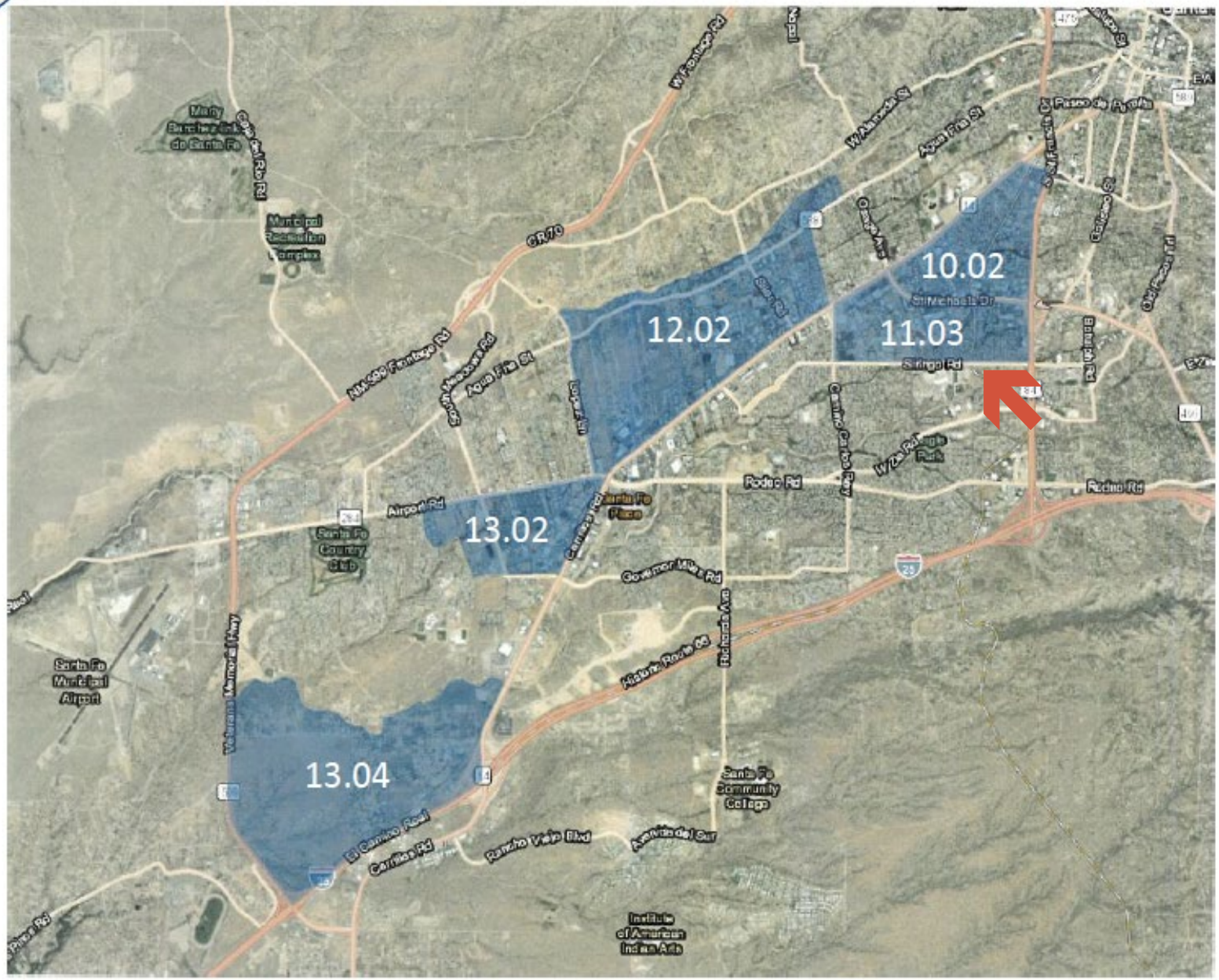
September Planning Sessions Feedback

Midtown LINC

Midtown Local Innovation Corridor Overlay District

- Incentivizes residential mixed-use development in Midtown and along St. Michael's
- Walkable Design
- Includes Midtown site

Opportunity Zone - Midtown Site
Census Tract 11.03



September Planning Sessions Feedback

September Planning Sessions Feedback

Adjacent Property Ownership

- City of Santa Fe
- Private Owners
- State of New Mexico
- Santa Fe Public Schools
- US Forest Service

September Planning Sessions Feedback

Thinking about these as an integrated system

Connectivity

Open Space

Stormwater

September Planning Session

Metropolitan Redevelopment Area (MRA)

- Key implementation tool that supports a district based approach to leverage other financing mechanisms:
  - City– MRA with LINC incentive zoning
  - State – Local Economic Development Act (LEDA)
  - Federal - Opportunity Zone
- Provides for flexibility in disposition negotiations to achieve community purpose land uses
- Enables leveraging opportunities to finance and achieve mutually beneficial improvements, such as street and infrastructure connectivity
- Findings for establishing a MRA are consistent with LiNC and Opportunity Zone data findings

September Planning Session - Existing Buildings

CATEGORY 1	1.A	CATEGORY 2	CATEGORY 2.A	CATEGORY 3
DEMOLITION/ No Reuse Potential	**SHORT TERM USE/ DEMOLITION (1-2 Yrs)**	**TEMPORARY USE/ FURTHER ASSESSMENT (1-5 Yrs)**	**ADAPTIVE REUSE ASSESSMENT**	**PERMANENT REHAB & REUSE**
Entry Station	Security Building	* Kennedy Hall	Alexis Hall	**Administration Building (Health & Safety Management)**
Health Center		* Mouton Hall	King Hall	**Library Complex**
Luke Hall		* La Salle Hall	St Michael Hall	Fogelson Library (Library Complex)
The Den			St Michael Cafeteria	Library SW Annex (Library Complex)
Modular Traliers		Student Housing		Fine Arts Gallery (Library Complex)
		Apartments A		Forum (Library Complex)
		Apartments B		IT Center (Library Complex)
		Apartments C		**Visual Arts Center**
		Apartments D		Marion Center for Photography (Visual Arts Center)
				SF Art Institute (Visual Arts Center)
				Tipton Hall (Visual Arts Center)
				Tishman Hall & Thaw (Visual Arts Center)
				Thaw Art History Center (Visual Arts Center)
				Buidlings to be Assessed by Developer/Operator
				***Barracks (included in arts center RFP)
				Studio Complex
				Garson Communication Center (Studio Complex)
				Garson Film School (Studio Complex)
				Garson Movie Screen (Studio Complex)
				Benildus Hall (included in studio complex RFP)
				Buidlings to be Assessed by Developer/Operator
				** Alumni Hall
				** Workshop Structure
				** Driscoll Fitness Center
				** Onate Hall
				Garson Performance Theater

What's happening in October?

An affirmative and comprehensive resolution introduced to the Governing Body to ensure Midtown Moving Forward

1. DEVELOPMENT FRAMEWORK PLAN – proceed to developing land use plans and applications to land use

2. COMMUNITY DEVELOPMENT PLAN – proceed with developing policy plan to address community objectives, including a City commitment to funding and working with community organizations to create a Neighborhood Stabilization Plan

What's happening in October?

An affirmative and comprehensive resolution introduced to the Governing Body to ensure Midtown Moving Forward

3. Request for Proposal Solicitations for community purpose of existing buildings – Visual Arts Center

4. Request for Proposals for the expanded operation and development of Garson Studios

5. Proceed with due diligence activities for the reuse of Fogelson Library into a public library and innovation hub

What's happening in October?

An affirmative and comprehensive resolution introduced to the Governing Body to ensure Midtown Moving Forward

6. Proceed with the study of a Government & Community Services Building – two options: (i) adaptive reuse of existing buildings on site; (ii) new facility with District on adjacent city-owned parcel

7. Undertake study for establishing a Metropolitan Planning Area (MRA) as part of financing and development mechanism for the Midtown District.

8. Proceed with land swap process with the State of New Mexico for sites to be included in the Midtown District.

Public Engagement - ongoing

Midtown Drop-In
Oct 14 and 28
11:30 am – 1:30pm
201 West Marcy Street

Voices at Midtown
Oct 7 and 21
5:30-6:30
Online

Public Engagement - ongoing

Midtown Engagement Partners
(current stipend recipients – working to develop robust inclusive public engagement)

Earth Care

Chainbreaker Collective

Littleglobe

Santa Fe Art Institute

YouthWorks

Midtown Activation Program
(current stipend respondents – application deadline Wed, Sep 29, midnight)

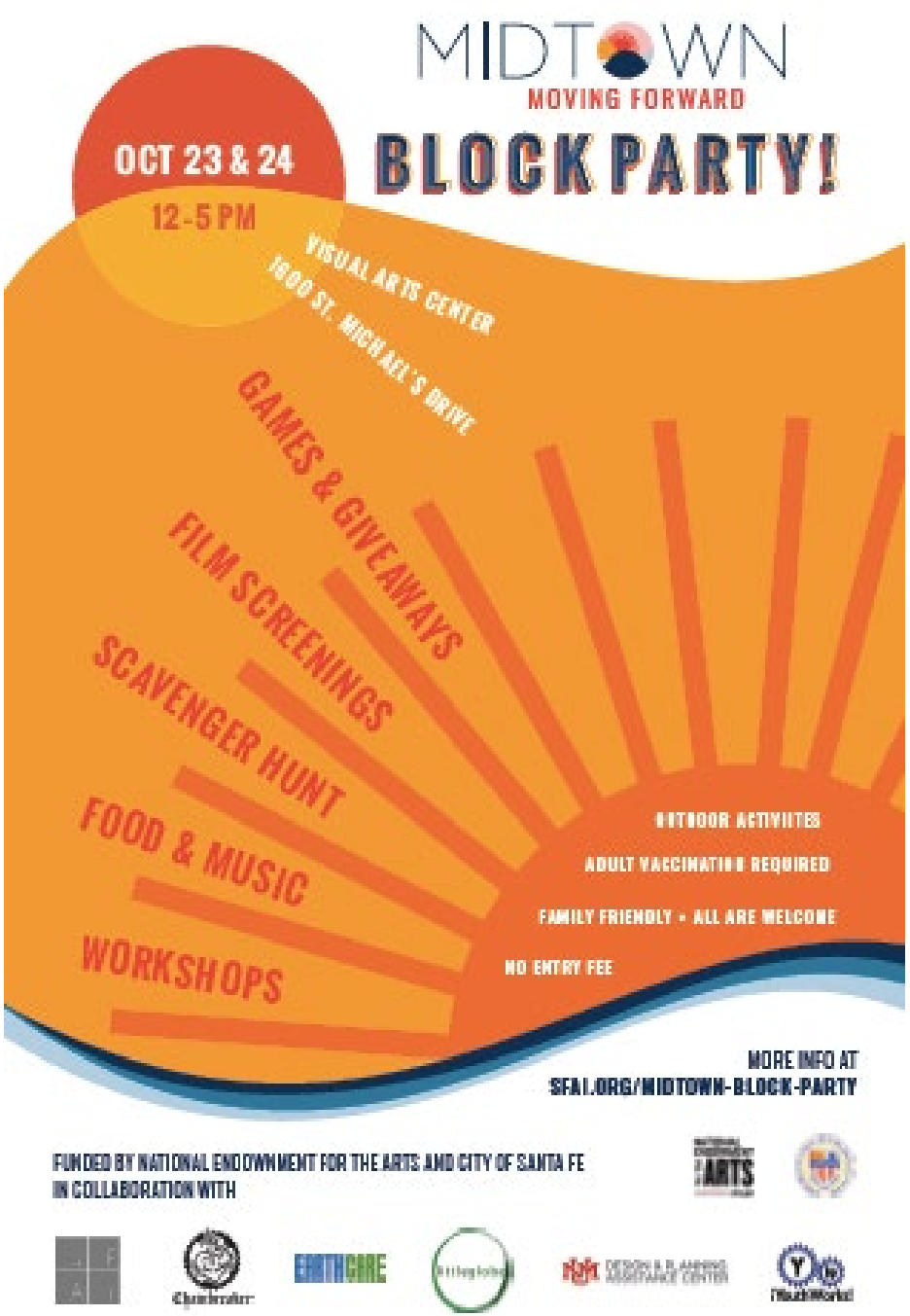
Friends of Architecture Santa Fe

La Familia Medical Center

Santa Fe Action Coalition

Santa Fe Community Educators Network

Santa Fe Indigenous Center


MIDTOWN
MOVING FORWARD
OCT 23 & 24
12-5 PM
BLOCK PARTY!
VISUAL ARTS CENTER
1600 ST. MICHAEL'S DRIVE
GAMES & GIVEAWAYS
FILM SCREENINGS
SCAVENGER HUNT
FOOD & MUSIC
WORKSHOPS
OUTDOOR ACTIVITIES
ADULT VACCINATION REQUIRED
FAMILY FRIENDLY • ALL ARE WELCOME
NO ENTRY FEE
MORE INFO AT
SFAI.ORG/MIDTOWN-BLOCK-PARTY
FUNDED BY NATIONAL ENDOWMENT FOR THE ARTS AND CITY OF SANTA FE
IN COLLABORATION WITH

MIDTOWN
EN MARCHA
23 & 24
DE OCTUBRE
12-5 PM
BLOCK PARTY!
UNA FIESTA DE COMUNIDAD
VISUAL ARTS CENTER
1600 ST. MICHAEL'S DRIVE
PRESENTACIONES DE PELÍCULAS
COMIDA Y MÚSICA
BÚSQUEDA DE TESOROS
JUEGOS Y SORTEOS
TALLERES
EVENTO AL AIRE LIBRE
ACTIVIDADES PARA TODA LA FAMILIA
VACUNACIÓN CONTRA COVID REQUERIDA
PARA ADULTOS
ENTRADA GRATIS
MÁS INFORMACIÓN
SFAI.ORG/MIDTOWN-BLOCK-PARTY
ESTE EVENTO ESTÁ FINANCIADO POR ENDOWMENT FOR THE ARTS Y CITY OF SANTA FE
EN COLABORACIÓN CON

MIDTOWN SANTA FE

For Midtown Information
www.MidtownDistrictSantaFe.com

For more information about Midtown community events:
https://www.cultureconnects.site/

SFAI.ORG/MIDTOWN-BLOCK-PARTY

GOVERNING BODY MEETING OF
September 29, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION ESTABLISHING CITY OF SANTA FE LEGISLATIVE PRIORITIES FOR CONSIDERATION BY THE NEW MEXICO STATE LEGISLATURE DURING THE 55TH LEGISLATURE – STATE OF NEW MEXICO – SECOND SESSION, 2022.	Finance Committee – 10/4/21 Quality of Life Committee – 10/6/21 Public Works and Utilities Committee – 10/12/21 Governing Body – 10/13/21
	A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) TO BE ELIGIBLE FOR AND RECEIVE CERTAIN FEDERAL FUNDING.	Public Works and Utilities Committee – 10/12/21 Governing Body – 10/13/21
	A RESOLUTION APPROVING THE CITY OF SANTA FE'S TITLE VI TRANSIT PROGRAM AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION.	Public Works and Utilities Committee – 10/12/21 Governing Body – 10/13/21

Councilor Roman "Tiger" Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Jamie Cassutt

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Michael J. Garcia

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Signe I. Lindell

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Chris Rivera

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION CONVENING THE INDEPENDENT CITIZENS' REDISTRICTING COMMISSION AND CALLING FOR THE REDISTRICTING OF THE FOUR CITY OF SANTA FE COUNCIL DISTRICTS PRIOR TO THE MUNICIPAL ELECTION ON NOVEMBER 7, 2023, BASED ON THE RESULTS FROM THE 2020 UNITED STATES CENSUS.	Quality of Life Committee – 10/6/21 Finance Committee – 10/18/21 Governing Body – 10/27/21

This document is subject to change.

	A RESOLUTION ADOPTING THE 2023-2027 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).	Finance Committee – 10/4/21 Public Works and Utilities Committee – 10/12/21 Governing Body – 10/13/21

Councilor Carol Romero-Wirth

Co-Sponsors	**Title***	

Councilor JoAnne Vigil Coppler

Co-Sponsors	**Title***	**Tentative Committee Schedule***

Councilor Renee Villarreal

Co-Sponsors	**Title***	**Tentative Committee Schedule***

* Subject to change

Introduced legislation will be posted on the City Attorney's website, under legislative services. If you would like to review the legislation prior to that time or you would like to be a co-sponsor, please contact Jesse Guillen, 505-955-6518, jbguillen@santafenm.gov or Jeff Norris, 505-955-6692, jtnorris@santafenm.gov.

18. PETITIONS FROM THE FLOOR

Name: Stefanie Beninato
Comment - 09/29/2021 08:59 AM: (No Vote)
Land Use Dept. Why is the city failing to enforce its own permit submittal requirements and codes. The submittals were inadequate or incomplete. The permit was issued knowing the fence as depicted violated the 6 ft height restriction. How can the property owner(s) maintain the fence and wall if there is no space to access half of each of these structures? I wonder how someone can be the head building code enforcement officer and not see these gross violations of code? When will there be competency at city hall? Photo Attached.

Buddy Roybal a member of the Historic Design Review Board does not appear on the Zoom meetings. There isn't even a square with his name in it. Apparently he is there—the chair Ms Rios can see him on her screen but he is not visible to the public. I have seen Mr Roybal fall asleep during these meetings pre COVID. Now I wonder if he is even in the room when a case is presented through zoom. I brought this to his and the rest of the board's attention at the last meeting but he continued to be invisible throughout that meeting and was excused for the one last night. It is disrespectful to the public and makes his votes come under question IMHO

FORMAL COMPLAINT AGAINST ANASTASIA (swimmer) and Mark (lifeguard supervisor), Michael Lucero (guard)

Anastasia, whom I have identified before as a Nordic looking blonde, has repeatedly violated the state health laws by not wearing a mask in the recreational facility. Examples: On Monday she entered Salvador Perez with a mask, went into the family restroom, came out with the mask hanging from her ear—she was fully dressed. Then she went over still without mask, fully dressed, and spent several minutes talking to another swimmer. She routinely gets undressed and dressed on the deck area but never puts the mask on even though she has her top on…Today (Wed 22 Sept) Anastasia came in with mask on but then took it off and asked Mark to borrow his googles. When she ended her swim she got undressed and dressed on deck, dried her face off three times but never put the mask on. She walked right by Kevin Chavez who (as Mark and Paul often do with unmasked swimmers) told her to have a nice day. She then exited the pool into the weight area without a mask—no one at the front desk "noticed" either.
I told Kevin I wanted to file a formal complaint and he told me he would—I know he told Mark about it—I heard him but when I exited the pool to follow up on the complaint Kevin was gone.
Michael Lucero who failed to accommodate my need to change out of my suit at Ft Marcy this spring and made a false write up that I was not informed of and was not given told me there were no complaint forms and that I could not know the name of the swimmer. Mark refused to write a code of conduct. It seems to me that a STATE PUBLIC HEALTH order should be one of the high priorities (besides saving those who might be drowning) of your staff but they never say anything to people dressing on the deck who then exit the pool through the outdoor door—all without masks. Mark's excuse is that "everyone has a different way of doing things"—meaning getting dressed on deck. These excuses are totally bogus. It is easy to say, "Please put your top on first and then your mask"….WHY ARE THESE CITY EMPLOYEES NOT ENFORCING PUBLIC HEALTH ORDERS?
Rinaldi's alerting his staff to his surprise visits will not be effective. Yesterday, again the guards made an exaggerated show of wishing people a good day as they walked into the locker room or sat on the deck getting dressed without masks. Paul (guard) is a bad example of mask wearing and Luella continues to think it is OK to pull your mask down except when actually speaking to a customer. How does the city generally handle employee failure to comply with a health order? Rinaldi told me not wearing a mask did not fall into violating the code of conduct—how about the rule about obeying public health orders? Why have a law/requirement if the guards don't think it is part of their job description to enforce or even encourage?

City of Santa Fe, New Mexico
Memorandum

Date: August 5, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney EM

From: Marcos D. Martinez, Senior Assistant City Attorney MM

RE: Accepting Electronic Signatures Bill

EXECUTIVE SUMMARY:

The Bill changes three sections of the Public Campaign Finance Code (SFCC 1987 Section 9-3) to require the City Clerk to accept electronic signatures that comply with New Mexico's Uniform Electronic Transactions Act for Seed Money Contributions (Section 9-3.6(C)), Qualifying Contributions (Section 9-3.7(A)), and Qualified Small Contributions (Section 9-3.12(D)).

BACKGROUND:

The City's campaign code requires that Seed Money Contributions, Qualifying Contributions, and Qualified Small Contributions be accompanied by a form signed by the contributor. The current ordinance allows the Ethics Campaign Review Board (ECRB) to issue rules regarding the use of an electronic signature. However, since the City's rulemaking process is not well defined, the ECRB recommended that the Governing Body provide for electronic signatures by ordinance.

The proposed bill requires the City Clerk to accept electronic signatures that comply with New Mexico's Uniform Electronic Transaction Act. The Act recognizes the legal enforceability of electronic signatures and contracts to the extent the signatures provide sufficient security. The Act also establishes requirements for records retention. Candidates have inquired about the obtaining signatures electronically and this bill will facilitate greater participation in the City's local elections.

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Michael J. Garcia

Councilor Carol Romero-Wirth

Councilwoman Renee Villarreal

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 ELEDCTRONIC 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 ELEDCTRONIC TRANSACTIONS ACT FOR QUALIFIED SMALL CONTRIBUTIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 9-3.6 of SFCC 1987 (being Ord. No. 2009-44, § 7, as amended) is amended to read:

9-3.6 Seed money contributions.

underscored material = new [~~bracketed material~~] = delete

A. A candidate seeking to become a participating candidate may solicit and accept seed money contributions to defray expenses incurred in obtaining qualifying contributions and in seeking certification as a participating candidate.

B. The aggregate amount of seed money contributions from any one contributor to any one candidate shall not exceed one hundred dollars ($100.00), and the aggregate amount of seed money contributions accepted by a candidate shall not exceed ten percent (10%) of the amount payable under subsection 9-3.10 SFCC 1987 to a candidate in a contested election for the office sought.

C. Each seed money contribution shall be accompanied by a form signed by the contributor, which shall include the contributor's name, home address, telephone number, occupation, and name of employer. [~~The ethics and campaign review board may, by regulation, permit the use of an electronic signature on such forms~~] The city clerk shall accept electronic signatures that comply with the Uniform Electronic Transactions Act, Sections 14-16-1 through 14-16-21 NMSA 1978,.

D. No person shall knowingly make and no candidate shall knowingly receive a seed money contribution which is not from the person named on the form or for which the person named on the form has been or will be reimbursed or compensated by another person.

E. All seed money contributions received by a candidate shall be deposited in a non-interest-bearing account in a campaign depository to be established by the candidate before soliciting or accepting any such contributions. All expenditures of seed money shall be made from the campaign depository.

F. Seed money contributions shall be used only for the purposes specified in paragraph A. of this subsection, and all seed money contributions that have not been spent or used for such purposes by the time the candidate applies for certification as a participating candidate or by the end of the qualifying period, whichever is sooner, shall then be paid over to

the city clerk for deposit in the fund; provided, however, that if payment of all of the candidate's unspent seed money to the city clerk would cause the bank account in the campaign depository to be closed, an amount of seed money necessary to keep the account open may be temporarily retained in the account and paid over to the city clerk at a later time in compliance with paragraph C. of subsection 9-3.10 SFCC 1987.

Section 2. Section 9-3.7 of SFCC 1987 (being Ord. No. 2009-44, § 8, as amended) is amended to read:

9-3.7 Qualifying contributions.

A. Each qualifying contribution shall be accompanied by a form signed by the contributor, which shall include the contributor's name, registered address and telephone number. [~~The ethics and campaign review board may, by regulation, permit the use of an electronic signature on such form~~] The city clerk shall accept electronic signatures that comply with the Uniform Electronic Transactions Act, Sections 14-16-1 through 14-16-21 NMSA 1978.

B. No candidate or person acting on a candidate's behalf shall pay to any other person any form of compensation for soliciting or obtaining a qualifying contribution.

C. No person shall knowingly make and no candidate shall knowingly receive a qualifying contribution which is not from the person named on the form or for which the person named on the form has been or will be reimbursed or compensated by another person.

D. All qualifying contributions received by a candidate shall be deposited in a non-interest-bearing account in a campaign depository to be established by the candidate before soliciting or accepting any such contributions, and shall be paid over to the city clerk for deposit in the fund when the candidate applies for certification as a participating candidate or when the qualifying period ends, whichever is sooner.

Section 3. Section 9-3.12 of SFCC 1987 (being Ord. No. 2018-28, § 9) is amended to read:

9-3.12 - Qualified small contributions.

A. A participating candidate may solicit and accept qualified small contributions beginning on the date on which the candidate is certified as a participating candidate pursuant to subsection 9-3.9(A) SFCC 1987.

B. The aggregate amount of qualified small contributions from any one contributor to any one candidate shall not exceed one hundred dollars ($100.00).

C. The aggregate amount of qualified small contributions accepted by a participating candidate shall not exceed:

(1) For a candidate for mayor, fifty percent (50%) of the amount initially paid to the candidate pursuant to subsection 9-3.10 SFCC 1987; and

(2) For a candidate for council or municipal judge, twenty-five percent (25%) of the amount initially paid to the candidate pursuant to subsection 9-3.10 SFCC 1987.

D. Each qualified small contribution shall be accompanied by a form signed by the contributor, which shall include the contributor's name, home address, telephone number, occupation and name of employer. [~~The ethics and campaign review board may, by regulation, permit the use of an electronic signature on such forms~~] The city clerk shall accept electronic signatures that comply with the Uniform Electronic Transactions Act, Sections 14-16-1 through 14-16-21 NMSA 1978,.

E. No person shall knowingly make and no candidate shall knowingly receive a qualified small contribution which is not from the person named on the form or for which the person named on the form has been or will be reimbursed or compensated by another person.

F. Before soliciting or accepting qualified small contributions, a candidate shall appoint a treasurer and establish a campaign depository in the manner required by subsection 9-2.8 SFCC 1987. All qualified small contributions received by a candidate shall be recorded by

the candidate's campaign treasurer, deposited in a separate non-interest-bearing account in the campaign depository and used in the candidate's campaign or disposed of following the election in the manner required by subsection 9-2.9 SFCC 1987. All such contributions shall be timely reported in a campaign finance statement prepared in the manner required by subsections 9-2.10 through 9-2.12 SFCC 1987 and filed on the dates required by subsection 9-2.10 SFCC 1987. Campaign finance statements reporting the receipt of qualified small contributions shall be accompanied by copies of the forms signed by each contributor pursuant to paragraph D. of this subsection.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Accepting Electronic Signatures

FIR No. 3342

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Accepting Electronic Signatures

Sponsor(s): Councilors Garcia and Romero-Wirth

Reviewing Department(s): City Clerk's Office and City Attorney's Office

Staff Completing FIR: Marcos D. Martinez Date: 07-09-21 Phone: 955-6502

Reviewed by City Attorney: _____ Date: Aug 6, 2021

Reviewed by Finance Director: _____ Date: Aug 5, 2021

Summary:
The Bill strikes language in Section 9-3.6, 9-3.7, and 9-3.12 that delegates to the Ethics and Campaign Review Board the ability to issue regulations regarding the use of electronic signatures. The Bill adds language that requires the City Clerk to accept electronic signatures that comply with the New Mexico Uniform Electronic Transactions Act.

Departments Affected:
City Clerk and City Attorney

Consequences of Not Enacting Legislation:
Without this legislation City Code would be inconsistent with the Uniform Electronic Transactions Act that requires the allowance of electronic signatures in any circumstance in which signatures are contemplated.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
No additional administrative burden. The Clerk retains copies of the forms regardless of the type of signature.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$ 0

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

None identified.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

None identified.

Signature: Marcos Martinez
Marcos Martinez (Aug 9, 2021 08:16 MDT)

Email: mdmartinez@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/18/2021
FOR CITY COUNCIL MEETING OF 09/29/2021

ISSUE:

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, Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:
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

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request to Publish Notice of Public Hearing on September 29, 2021. Consideration of Bill No. 2021-20. 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. (Councilor Garcia, Councilor Romero-Wirth, and Councilwoman Villarreal) (Marcos Martinez, Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee	**Review:**
Introduced:	08/02/21
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

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

City of Santa Fe, New Mexico
Memorandum

Date: August 11, 2021

To: Mayor's Committee on Disability, Quality of Life Committee, Finance Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison
Jennifer Faubion, Council Liaison JF

Via: Erin K. McSherry, City Attorney EM

RE: Requiring closed captions on publically accessible televisions

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EXECUTIVE SUMMARY:

The proposed Bill requires "places of public accommodation" to have closed captions activated on any television that is available to the public. There is an exception if the television is not capable of displaying closed captions.

BACKGROUND:

The Mayor's Committee on Disability ("MCD") unanimously supported a letter of support for this bill and requested that Councilor Villarreal carry it as the sponsor. The letter from MCD states that requiring closed captions will allow those who are deaf or hard of hearing to be informed of what is being said on the television. The proposed bill is modeled after an ordinance the City of Albuquerque adopted in 2019.

ACTION REQUESTED:

Staff recommends approval of the bill as presented

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilwoman Renee Villarreal

Councilor Jamie Cassutt

Councilor Michael J. Garcia

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.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. [NEW MATERIAL] A new Section 7.5 of SFCC 1987 is ordained to read:

7.5 CLOSED CAPTIONING IN PLACES OF PUBLIC ACCOMODATION

7.5-1 Purpose.

The purposes of this section are the following:

A. To provide inclusion to those members of the public who are deaf or hard of hearing in places of public accommodation;

B. To prevent the exclusion, segregation, or denial of service for those who are deaf or hard of hearing; and

C. To provide a benefit to all members of the public who are viewing televised or

underscored material = new [bracketed material] = delete

streamed media in situations in which it is difficult to hear audio.

7.5-2 Definitions.

For purposes of this Section:

Closed Captioning means a user-activated transcript or dialog of the audio portion of a television program that is displayed on a television receiver screen.

Closed-Captioned Television Receiver means a receiver of television or streamed programming that has the ability to display closed captioning, including but not limited to, a television, display screen, digital set top box, and other technology capable of displaying closed captioning for television or streamed programming.

Department means the relevant city department as assigned by the city manager.

Place of Public Accommodation means the following locations:

(1) An inn, hotel, motel, or other place of lodging, except for an establishment located within a building that contains not more than five rooms for rent or hire and that is actually occupied by the proprietor of such establishment as the residence of such proprietor;

(2) A restaurant, bar, or other establishment serving food and/or drink;

(3) A place of exhibition of entertainment such as a motion picture house, theater, concert hall, or stadium;

(4) A place of public gathering such as an auditorium, convention center, or lecture hall;

(5) A sales or retail establishment such as a bakery, grocery store, clothing store, hardware store, a shopping center;

(6) Any retail or service establishment such as a department store, laundromat, dry-cleaner, bank, barber shop, beauty shop, travel service, shoe repair service, funeral parlor, gas station, office of an accountant or lawyer, pharmacy, insurance office,

professional office of a health care provider, or hospital;

(7) A terminal, depot, or other station used for specified public transportation;

(8) A place of public display or collection such as a museum, library, or gallery;

(9) A place of recreation or exercise such as a park, zoo, amusement park, swimming pool, gym, health spa, bowling alley, or golf course;

(10) A place of education such as a day care, preschool, elementary, secondary, undergraduate, or postgraduate private school; and

(11) A social service center establishment such as a day care center, senior citizen center, homeless shelter, food bank, or adoption agency.

Public Area. Any part of a place of public accommodation that is open to the general public.

Regular Hours. The hours of any day in which a place of public accommodation is generally open to members of the general public.

Respondent. Any person who is alleged or found to have committed a violation of regulations established in this section.

7.5-3 Closed Captioning in Places of Public Accommodation.

A. Any place of public accommodation must activate closed captioning, with a yellow text color, or if yellow is not available, white text on a black background, or black text in the largest font style available, on all closed-captioned television receivers that are turned on and operating in any public area during regular hours, except in the following circumstances:

(1) When no receiver of televised or streamed programming of any kind is available in a public area of the place of public accommodations;

(2) The only source or receiver of the televised or streamed programming available in a public area of the place of public accommodation is technically incapable of displaying closed captioning; or

(3) If multiple television models are in use and displayed together for sale in a public area and at least one closed-captioned television is available for viewing.

B. Powers and duties of the department.

(1) The department shall investigate alleged violations of this section and shall have such powers and duties as are necessary and proper for the administration and enforcement of this ordinance.

(2) The department shall assess a civil penalty of up to two hundred and fifty dollars ($250.00) for the initial offense, and five hundred dollars ($500.00) for each subsequent offense to any respondent who fails to demonstrate compliance within thirty (30) days of a notice of such violation.

F. Exclusions.

(1) This section shall not be interpreted or applied to diminish or conflict with any requirements of state or federal law. In the event of any conflict, state and federal requirements shall supersede the requirements of this section.

(2) This section does not apply to programming that is exempt from closed captioning requirements under state or federal law.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Requiring Closed Captions

Mayor's Committee on Disability

C/0 ADA Coordinator, City of Santa Fe

P.O. Box 909, Santa Fe, New Mexico 87504-0909

Re: Captions Always On

June 17, 2021

Dear Mayor Webber, City Council Members and City Manager:

Hearing loss is a significant problem in the United States. Approximately one in five Americans have some type of hearing loss in one or both ears that affects their ability to communicate and receive information. Television receivers are increasingly used in facilities open to the general public including hospital waiting rooms, bars and restaurants, health clubs, bus stations, airport lounges and appliance stores. Television receivers in these and other locations enable members of the general public to obtain the latest news reports in an emergency, watch sports events and pass the time while waiting for an appointment or service to be completed.

People with hearing disabilities should not be excluded from these activities and need to be able to understand emergency messaging while in public areas via closed captioning. The on-going pandemic has shown how important up to date information is for all segments of our society. It is too late to turn on captions in an emergency situation as there may not be an owner, manager or anyone around with the foresight or knowhow to turn on the captions.

Captions Always On will provide inclusion of those members of the general public who are deaf or hard of hearing in places of public accommodation and would prevent the effect of excluding, denying service, segregating or otherwise treating those with hearing disabilities differently from the hearing community. The activation of closed captioning will also provide a benefit to all consumers of televised or streamed media in situations where it is difficult to hear because of background noise.

We request that any person owning or managing a place of public accommodation must activate closed captioning on all closed-captioned television receivers that are turned on and operating in any public area during regular business hours where the televised event is technically capable of displaying closed captioning. If multiple television models are in use and displayed together for sale in a public area, at least one closed-captioned television must be available for viewing.

Thank you for your consideration in this matter.

Sincerely,

Aurore Bleck

Aurore Bleck
Chair
Mayor's Committee on Disability

FIR No. 10314

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Requiring Closed Captions

Sponsor(s): Councilor Villarreal

Reviewing Department(s): Legislative Services Office/City Attorney's Office

Staff Completing FIR: Jesse Guillen Date: 8/4/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Aug 11, 2021

Reviewed by Finance Director: _____ Date: Aug 13, 2021

Summary:
The proposed Bill requires that "places of public accommodation" activate closed captions on all televisions that are available to the public, unless the television is not technically capable of displaying closed captions.

Departments Affected:
City Manager/assigned enforcement department

Consequences of Not Enacting Legislation:
There will be no requirement to activate closed captions. The Mayor's Committee on Disability has endorsed this Bill as a necessary measure for those that are deaf or hard of hearing.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The City Manager would need to assign investigatory powers to the appropriate department to respond to non-compliance reports.

Fiscal Implications:
Staff time would be needed to respond to non-compliance reports. It is unknown at this time how many non-compliance reports the department would receive. Staff at various City facilities would need to ensure all publicly-accessible televisions have closed captions activated.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: jbguillen@ci.santa-fe.nm.us

Signature:
Jennifer Faubion (Aug 11, 2021 21:05 MDT)

Email: jrfaubion@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/18/2021
FOR CITY COUNCIL MEETING OF 09/29/2021

ISSUE:

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

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Mayor's Committee on Disability; Finance Committee; Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/30/21
FOR CITY COUNCIL MEETING OF 09/08/21

Request to Publish Notice of Public Hearing on September 29, 2021. Consideration of Bill No. 2021-21. 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. (Councilwoman Renee Villarreal, Councilor Cassutt, and Councilor Garcia) (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

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

20. PUBLIC HEARINGS

b. CONSIDERATION OF BILL NO. 2021-21. ADOPTION OF ORDINANCE 2021-____. (Counc Renee Villarreal, Councilor Cassutt, and Councilor Garcia)

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)

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

Name: Stefanie Beninato
Comment - 09/29/2021 08:59 AM: (No Vote)
Does this mean that sports bars will be required to have close captioning? What if the service is not available for the station being shown?

City of Santa Fe, New Mexico
Memorandum

Date: September 8, 2021

To: Planning Commission, Public Works and Utilities Committee, Economic Development Advisory Committee, Quality of Life Committee, Finance Committee and Governing Body

From: Noah L. Berke, AICP, Current Planning Division Manager NLB

Via: Jason M. Kluck, Interim Planning and Land Use Department Director jmk

RE: Proposed Legislation to Address Zoning Issues Related to Cannabis Legislation

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EXECUTIVE SUMMARY:

This Bill would amend the Land Development Code by adding a new category of specific uses, "Commercial Cannabis Establishments," in the Santa Fe City Code ("SFCC" 14-6.1-1 (Table of Permitted Uses). The Bill further clarifies in which zoning districts the various types of Commercial Cannabis Establishments would be permitted and adopts minimum distances between cannabis retail establishments and schools or daycares. The Bill includes proposed changes to Subsection 14-6.2(H) (agricultural uses), 14-6.3(D)(2) (home occupations) and 14-12.1 (definitions) and adds a new subsection 14-6.2(I) to adopt use specific standards for cannabis establishments, including density limitations and operating times. The goal of this proposed legislation is to promote the cannabis economy while protecting public health, safety, and the general welfare of the residents and visitors to the City of Santa Fe.

Commercial Cannabis Establishments:

With the proposed amendments, a new "Commercial Cannabis Establishments" category of specific uses would be created within SFCC Section 14-6.1-1 (table of permitted uses), which stipulates specific definitions and uses in zoning districts as "permitted use", "special use permit", "accessory use", and "prohibited use".

Commercial Cannabis Establishments would be divided into two classes for Production:

1. **Cannabis Producer:**

   A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may possess two hundred and one (201) total mature cannabis plants or more at any one time.

- **Permitted indoors: I-1 and I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-2 and BIP**

2. **Cannabis Producer Microbusiness:**

A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

- **Permitted indoors: C-2, I-1, I-2, BIP, SC-1, SC-2 and SC-3**
- **Outdoors with Special Use Permit**

Commercial Cannabis Establishments would be divided into two classes for Manufacturing:

1. **Cannabis Manufacturing, Heavy:**

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane.

- **Permitted indoors in I-1, I-2 and BIP**

2. **Cannabis Manufacturing, Light:**

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents.

- **Permitted in C-2, BCD, I-1, I-2 and BIP**

Commercial Cannabis Establishments would be divided into two categories for Cannabis research and testing laboratories:

1. **Cannabis Research Laboratory:**

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, provided that a cannabis research laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

- **Permitted in C-2, BCD, I-1, I-2 and BIP**

2. **Cannabis Testing Laboratory:**

A facility where cannabis products are sampled, collected, and tested, provided that a cannabis testing laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

- **Permitted in C-2, BCD, I-1, I-2 and BIP**

Commercial Cannabis Establishments would include one category for Cannabis Retail:

1. **Commercial Cannabis Retailer:**

A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

- **Permitted in C-2, BCD, I-1, I-2, BIP, SC-1, SC-2, SC-3, and MU (limited to hours of operation from 7:00 AM to 10:00 PM in MU districts only)**

The Commercial Cannabis Retailer use would only be permitted if not located within three hundred (300) feet of an existing school or daycare center; new commercial cannabis retailer would only be permitted use if located within a four hundred (400) foot distance of a commercial cannabis retailer main entrance accessing the primary function of the establishment as approved by the City (the distance shall be measured from the main entrance of the business premise to the main entrance of the next business premise); all commercial cannabis retailers would be limited to hours of operation from 7:00 AM to 12:00 AM (midnight).

The final permitted use added to the Commercial Cannabis Establishments would be "Cannabis Consumption Area", defined as an area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area and entry is limited to patrons 21 years of age or older. The State of New Mexico is currently working on a framework for regulating cannabis consumption areas and legislation will be further drafted and presented to the Planning Commission and Governing Body after the State's framework is completed.

BACKGROUND:

In the 2021 Special Session, the New Mexico Legislature adopted the Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local regulatory authority. This memorandum sets forth the Policy Subcommittee's preliminary recommendations for cannabis land use regulations. The resulting legislation will require review at public hearings before the Governing Body prior to adoption.

The State has clearly outlined that a local jurisdiction cannot:

- Prevent anyone properly licensed from transporting cannabis products on public roads;
- Completely prohibit the operation of a cannabis licensee;
- Prohibit or limit signage identifying a business as a cannabis establishment if it's attached to or located on the business premises;
- Require a cannabis establishment or a cannabis consumption area be located more than 300 feet from a school or daycare center that existed when the cannabis establishment or consumption area was licensed;
- Require an existing cannabis licensee to relocate to a new premises; or
- Prohibit an adult New Mexican from producing homegrown cannabis.

Local jurisdictions can adopt rules that reasonably limit conditions like density of cannabis establishments and operating times.

The Cannabis Regulation Act defines new types of recreational cannabis establishments, including the following:

- Cannabis Retailer (commercial sales of cannabis);
- Cannabis Producer (growing or farming of cannabis);
- Cannabis Producer Microbusiness (produces cannabis at a single premise with no more than 200 mature plants at one time);
- Cannabis Manufacturer (turns uncultivated cannabis into oils, edibles, and products); and
- Cannabis Research and/or Testing Laboratories;
- Cannabis Consumption Areas (place where cannabis is smoked, vaporized, or ingested);
- Integrated Cannabis Microbusiness (may include combination of producer microbusiness, manufacture and retail at a single location selling only their own products); and
- Vertically Integrated Cannabis Establishment (may include combination of retail, producer, and manufacturer).

The proposed City ordinance would mirror the existing definitions set forth by the State of New Mexico. The City ordinance would also adopt restrictions regarding density, classifications, and hours of operation.

On July, 14, 2021, the Governing Body heard a presentation from Staff which outlined how the Land Use Department would classify cannabis establishments under the current zoning and land use codes. Staff also made formal cannabis recommendations to the Planning Commission. As contemplated in Chapter 14, the Planning Commission is making the recommendations for changes to the Chapter, beginning with the recommendations from its policy subcommittee.

The Policy Subcommittee conducted several meetings to formalize answers to the broad land use policy questions that Staff posed to the Governing Body on July 14, 2021. Subcommittee members also worked to research the legislative limitations, best practices, and experiences of other places, and have noted their appreciation of staff for assistance with this research. The Subcommittee's primary focus to make recommendations regarding appropriate time, place, and manner restrictions for the following types of cannabis establishments: commercial retail, production (growing), testing and research laboratories, manufacturing facilities, and vertically integrated cannabis establishments. The Policy Subcommittee's recommendations are aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare.

The Planning Commission conducted a public hearing on the proposed cannabis legislative changes on August 17, 2021. Several members of the public testified regarding density of cannabis retail establishments. The Planning Commission made minor modifications to the permitted uses table, measurements for density and to cannabis producer microbusiness. The Planning Commission then asked staff to redraft the legislation and return to the Planning Commission meeting on September 2, 2021, where they voted to recommend approval to the Governing Body.

The City Attorney made technical amendments to the Planning Commission's recommended legislation in order to sign for legal sufficiency. The technical changes are not intended to modify the policy recommendations included in the Planning Commission's recommended legislation. Rather, they consolidate the use sub-categories without associated regulatory distinctions; streamline multiple provisions prohibiting home occupations into one; remove provisions requiring adherence to existing law; and add or refine language in a few instances to clarify intent.

Planning and Land Use Department Review of Proposed Legislation:

Under SFCC Section 14-3.3, the Planning and Land Use Department is required to review proposed amendments to the text of Chapter 14 to ensure compliance with the following criteria:

1. compliance with law;
2. consistency with the general plan;
3. consistency with other policies adopted by the Governing Body;
4. consistency with the purpose and intent of Chapter 14 and of the section being amended;
5. consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and
6. consistency with any approved neighborhood conservation overlay districts.

The Planning and Land Use Department, in consultation with the City Attorney's Office, has reviewed and crafted the proposed legislation to ensure that all of the above criteria are met.

ACTION REQUESTED:

The Planning and Land Use Department requests that the council subcommittees consider the proposed legislation and make a positive recommendation to the Governing Body and that the

Governing Body adopt the proposed legislation.

ATTACHMENTS:

1. Legislation Approved by Planning Commission
2. Policy Subcommittee Memo on Recommendations
3. Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2021-19
Cannabis Zoning

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2021-19:

1. On page 14, line 13 make "limitation" plural.

2. On page 14, line 14 after "if" ***insert*** "either of the following applies:"; and ***create*** a new paragraph (i) after the colon.

3. On page 14, line 16 ***strike*** the period and ***insert*** in lieu thereof "; or"

4. On page 14, line 17 ***insert*** the following new subparagraph:
   "(ii) The closest point of the *commercial cannabis retailer's* licensed premises is within 300 feet of a religious institution."
   *** Editor's Note: Reletter the succeeding paragraph accordingly**

5. On page 25, line 15 ***insert*** the following new definitions:
   "RELIGIOUS INSTITUTION
   A building having the primary purpose of either a church, temple, mosque, or other place of worship or to support and manage the practice of a specific set of religious beliefs."

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

(2) Enforcement. A person who fails to adhere to the provisions of Chapter 14 of the SFCC shall be subject to the enforcement provisions set forth in Sections 1.3 and 14-11 SFCC 1987 and all other legal remedies and enforcement actions available under the law.

(3) Permitted Uses. *Cannabis establishments* are permitted only as set forth in Table 14-6.1-1 and this subsection. A *vertically integrated cannabis establishment* or *integrated cannabis microbusiness* is permitted only if all uses licensed by the licensee are permitted in the zoning district.

(4) Minimum Distance from Schools. A *cannabis establishment* is not a permitted use if the *cannabis establishment* would be located within a three hundred (300) foot radius of an existing preschool, daycare center, elementary school, or secondary school. The radius shall be measured from the subject property boundaries.

(5) Retail Establishments.

(a) Density limitations. A *commercial cannabis retailer* is not a permitted use if any of the following applies:

(i) The main entrance accessing the primary function of the *commercial cannabis retailer* would be within a four hundred (400) foot distance of the main entrance accessing the primary function of an existing *commercial cannabis retailer*[-]; or

(ii) The closest point of the *commercial cannabis retailer's* licensed premises is within three hundred (300) feet of a religious institution.

(b) Operating hours. The hours of operation for a *commercial cannabis retailer* may begin as early as 7:00 a.m. and may extend as late as 12:00 a.m. (midnight).

(6) Odors and Ventilation. All *cannabis establishments* must comply with applicable state and *city* laws and regulations concerning odors and ventilation, including building

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-19

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 14 SFCC 1987, TO ADDRESS ZONING ISSUES RELATED TO CANNABIS; AMENDING TABLE 14-6.1-1, TABLE OF PERMITTED USES, TO CLARIFY ZONING DISTRICTS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS, AND TO ADOPT OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.2(H), AGRICULTURAL USES, TO ADDRESS CANNABIS PRODUCTION; ADDING A NEW SUBSECTION 14-6.2(I) TO ADOPT USE-SPECIFIC STANDARDS FOR CANNABIS ESTABLISHMENTS, INCLUDING OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.3(B)(2) TO PROHIBIT COMMERCIAL CANNABIS ESTABLISHMENTS AS ACCESSORY USES OR STRUCTURES ON RESIDENTIALLY ZONED PROPERTY; AMENDING SUBSECTION 14-6.3(D)(2) TO PROHIBIT THE CONDUCT OF A CANNABIS ESTABLISHMENT AS A HOME OCCUPATION;

AMENDING SECTION 14-12.1 TO ADD DEFINITIONS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY TO CARRY OUT THE PURPOSE OF THIS ORDINANCE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Table 16-1.1-1 of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

Table 14-6.1-1

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

CATEGORY Specific Use	RR	R-1	R-7	R-7	RC-5,	R-10	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
COMMERCIAL																						
Animal Sales and Service																						
Veterinary establishments, pet grooming	S									P*	P*	P*		P	P	P	P*		P *	P *	P* [2]	
Kennel	S									P*	P*	P*		P	P	P	P*					
Arts Activities																						
Arts and crafts studios, galleries and shops; gift shops for the sale of arts and crafts								P [10]	P	P	P	P		P	P			P	P	P	P [2]	
Arts and crafts schools								P [10]	P	P	P	P		P	P		P	P	P	P	P [2]	

Dance studios								P 10	P	P	P			P	P		P	P	P	P	P 2	
Photographers' studios								P 10	P	P	P			P	P		P	P	P	P	P 2	
Assembly																						
Private clubs and lodges	S	S	S		S	S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*[2]	
Commercial Cannabis Establishments																						
Cannabis consumption area																						(I)
Cannabis manufacturing, heavy															P	P	P					(I)
Cannabis manufacturing, light											P			P	P	P	P					(I)
Cannabis producer microbusiness (200 mature plants max.), indoor growing only											P				P	P	P	P	P	P		(H), (I)

Cannabis producer microbusiness (200 mature plants max.), outdoor growing											S				S	S	S	S	S	S		(H), (I)
Cannabis producer, indoor growing only											S				P	P	S					(H), (I)
Cannabis producer, outdoor growing											S				S	S	S					(H), (I)
Cannabis research laboratory											P			P	P	P	P					(D)(4), (I)
Cannabis testing laboratory											P			P	P	P	P					(D)(4), (I)
Commercial cannabis retailer											P			P	P	P	P	P	P	P	P2	(I)

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

* Special use permit required if located within 200 feet of *residentially-zoned property* unless a *qualifying project* located within the Midtown LINC Overlay District; otherwise permitted. (Ord. No. 2013-16 § 29; Ord. No. 2016-39 § 3)
**Uses listed are in addition to those permitted in the underlying district. No more than 3,000 square feet of *gross floor area* may be devoted to *nonresidential* uses.
***See Section 14-7.3(B)(1) for additional MU district regulations including minimum percentage of residential use. (Ord. No. 2013-16 § 22)
1. In the RR district, multiple- family dwellings are limited to four per lot.
2. Hours of operation limited to 7 a.m. to 10 p.m.
3. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m.
4. Not to exceed 1,000 square feet gross floor area, sales of alcohol prohibited.
5. Hospital is a permitted use in the Las Soleras Hospital District; requires special use permit in the Christus St. Vincent Hospital District.
6. See Section 14-6.2(A)(7) for additional regulations for principal dwelling units in the C-2, BIP and SC districts.
7. See Section 14-6.3 for additional accessory use regulations; see Section 14-6.4 (Temporary Uses or Structures)
8. In the Las Soleras Hospital District a heliport serving a hospital is a permitted use.
9. See Section 14-7.2(I) for standards for pre-existing mobile home parks and Section 14-6.2(A)(3)(a) for prohibition of new mobile home parks in MHP districts.
10. See Section 14-7.2(H) 3,000 square foot limit applies to specified uses in RAC district. (Ord. No. 2014-31 § 11)

Section 2. Subsection 14-6.2(H) of the Land Development Code (being Ord. No. 2016-42, § 2, as amended) is amended to read:

(H) **Agricultural Uses**

(1) Agricultural uses for noncommercial purposes that are *accessory* uses to a permitted *principal* use are permitted in all zoning districts but shall not create a public nuisance, subject to Subsection 10-9 SFCC 1987, Nuisance Abatement Ordinance, and shall meet all other applicable *city* codes.

(2) Agricultural uses for commercial purposes are permitted as set forth in Table 14-6.1-1; however, the following commercial agricultural uses are specifically prohibited:

(a) animal production;

(b) slaughterhouses and slaughtering of livestock; and

(c) any other use prohibited by 5-7.1 SFCC 1987.

(3) Applicability. No agricultural activity shall be conducted, or *farm structure* erected, except in compliance with the provisions of this Subsection 14-6.2(H), and shall not supersede the rights of home owners associations (HOAs) or any existing covenants, conditions and restrictions of HOAs or other neighborhood associations. The provisions of this subsection shall apply to all agricultural activities, whether such activity is a primary use or an accessory use, except for:

(a) Gardens for the personal noncommercial use of residents as accessory uses to *residential* uses.

(b) Community gardens located on city-owned property and regulated by written policies and procedures of the City of Santa Fe.

(c) Community gardens for noncommercial purposes permitted as an accessory use.

(d) The growing of cannabis for personal use, as permitted by the

Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 to -10 NMSA 1978; and the Cannabis Regulation Act, NMSA 1978, Sections 26-2C-1 to -42.

4) Approval Procedures.

(a) Agricultural uses are allowed as an accessory use; with a special use permit; or permitted by right, all as shown in Table 14-6.1-1.

(b) Except as otherwise provided in this Subsection 14-6.2(H), the procedural and other requirements for *home occupations*, special use permits and development plans apply to agricultural uses and *structures*.

(c) Agricultural uses and *structures* shall comply with all other applicable provisions of SFCC 1987, including Chapter VII relating to building and housing, and Chapter XII relating to fire prevention and protection.

(d) The governing body may adopt by resolution guidelines for the development and operation of agricultural uses, which shall guide the *land use director* in the administration of this Subsection 14-6.2(H).

(5) Development Standards.

(a) Except as otherwise provided in this Subsection 14-6.2(H), *structures* associated with agricultural uses are subject to the development standards established for the underlying and overlay zoning districts within which the property is located.

(b) Agricultural *home occupations* shall comply with Subsection 14-6.3(D)(2).

(6) *Urban Farm, Ground Level*.

(a) The principal activity to be performed on a *ground level urban farm* shall be the cultivation of agricultural crops.

(b) *Ground level urban farms* are permitted as provided in Table 14-6.1-1.

(7) *Urban Farm, Roof Level*

(a) The principal activity to be performed on a *roof level urban farm* shall be the cultivation of agricultural crops.

(b) *Roof level urban farms* are permitted as provided in Table 14-6.1-1.

(8) *Aquaculture, Aquaponics* and *Hydroponics*.

(a) *Aquaculture, aquaponics* and *hydroponics* are permitted as provided in Table 14-6.1-1.

(b) Operations must comply with applicable Federal and State regulations for water use and discharge, and for the possession, propagation, culture, sale and disposition of living marine organisms.

(9) *Farm Stands*.

(a) An urban farm may include a *farm stand*. *Farm stands* located in zoning districts which otherwise prohibit retail sales shall be limited to sales of agricultural products that are grown on the premises, shall not be larger than 48 square feet, and shall be erected only during business operating hours and during the farming season.

(b) Operation of a *farm stand* requires a *home occupation* permit or other type of business license issued by the City of Santa Fe Business Licensing Division.

(10) Screening and Buffering.

(a) Any composting, loading or disposal areas within or adjacent to a *residential* or *commercial* zoning district shall be screened from view by a wall, fence, berm or vegetative screen, or combination thereof. Any fencing shall be constructed of opaque materials and shall comply with the standards and requirements applicable to fences in the zoning district where the property is located.

(b) Any material or equipment stored outdoors within

a *residential* or *commercial* zoning district shall be surrounded by a wall or fence or vegetative screen not less than six (6) feet high, as may be necessary, to screen such material or equipment from view from any public street or public open space.

(11) Maintenance and Operation. Urban farms, *cannabis producers*, and *cannabis producer microbusinesses* shall be used and maintained in such a manner in which at no time shall they constitute a nuisance or hazard to the surrounding neighborhood.

(12) Soil Safety. All urban farms, *cannabis producers*, and *cannabis producer microbusinesses* using conditioned soil [~~will be~~] are required to comply with the New Mexico Soil and Water Conservation Act, Sections 73-20-25 through 73-20-48 NMSA 1978.

(13) *Composting*.

(a) *Composting* is accessory to an urban farm, *cannabis producer*, or *cannabis producer microbusinesses* and shall be used only onsite where any *ground level urban farm*[~~—or~~], *roof level urban farm*, *cannabis producer*, or *cannabis producer microbusiness* is permitted. Composting shall occupy no more than ten (10) percent of the *farm area*, and cooked food, raw animal matter, animal waste, and human waste shall not be used in the creation of compost.

(b) *Composting* as a principal use requires approval of a special use permit in *industrial* zoning districts, and is prohibited in other zoning districts.

(c) Maximum Height:

(i) Maximum height of composting structures or bins shall not exceed the maximum height permitted for fences and walls in the zoning district where the property is located.

(ii) On a *roof level urban farm*, any *composting* must be contained within a fully enclosed inflammable bin that does not have direct contact with flammable materials.

(d) *Setbacks*:

(i) Subject to Subsection 14-6.3(B)(2) Accessory Uses, compost bins, accessory structures and windrows shall comply with the applicable ***setback*** requirements in all zoned districts.

(ii) Compost bins, structures and windrows located in a required yard or street frontage in all *residential* and *commercial* zoned districts must be screened from street view, and *setback* a minimum of ten (10) feet from the property line.

(14) Water.

(a) Urban farms, *cannabis producers*, and *cannabis producer microbusinesses* are allowed to use the following water resources:

(i) Captured rainwater on-site meeting the requirements of the New Mexico State Engineer's Office (OSE) and Subsection 14-8.4(E).

(ii) Passive water harvesting designed to infiltrate water, control runoff and erosion.

(iii) *Gray water* or treated effluent from permitted on-site sources adhering to the requirements of Section 20-7-3 NMAC and Subsection 14-8.4(E)(2) consistent with its adjudicated, licensed, or permitted use.

(iv) Well water from existing on-site wells, provided that such wells are permitted by the OSE for agricultural use, are metered, and tested annually by a laboratory certified by the New Mexico environment department to ensure that the well is bacteria-free and that the levels of arsenic, fluoride, nitrate, and uranium are compliant with EPA primary drinking water standards (maximum contamination levels, or MCLs), and such lab reports shall be sent to the *land use director*.

(v) Municipal water system.

(vi) Stormwater infiltration where or permitted by the OSE.

(b) Any constructed water catchment systems shall meet all permitting requirements of the City of Santa Fe's planning and land use department.

(c) Water supplied through the municipal water system shall be charged at the rate applicable to the meter size, and shall comply with all applicable requirements of Section 14-8.13 of the land use development code.

(i) Separate meters shall be required for irrigation in *commercial* and *industrial* zoned areas unless the total farm area on the lot is less than five hundred (500) square feet, and meter data denoting monthly and annual water use shall be sent to the *land use director* for monitoring purposes.

(ii) Water efficient irrigation systems are required to be installed and used when water from the municipal water system is used for irrigation.

(d) Irrigation systems shall comply with Subsection 14-8.4(E)(4), including installation of an approved backflow prevention device.

(e) Watering times shall comply with the outdoor conservation regulations pursuant to Subsection 25-2.7 SFCC 1987.

(f) The use of other water efficient technologies and water management best practices, such as use of ollas or other water-holding materials, are allowed. The *land use director* shall provide all urban farms with city-authored water efficient irrigation guidelines and low-water use landscape literature, such as landscape irrigation design standards.

(15) Abandonment.

(a) If an agricultural use ceases for any reason for three hundred sixty-five (365) consecutive days without the prior written approval of the *land use director*, the use shall be deemed to be abandoned.

(b) Any property used for agricultural purposes pursuant to this section shall be cleared and restored to the state in which it existed prior to commencement of

the agricultural use. The property owner shall remove from the property all *farm structures* within ninety (90) days after the date the agricultural use is discontinued. Site clearing shall consist of:

(i) Physical removal of all *farm structures*, farm equipment and machinery; and

(ii) Disposal of all *composting* and agricultural waste in accordance with local and state waste disposal regulations; and

(iii) Stabilization of the site's vegetation as necessary to minimize erosion and invasive species encroachment. The *land use director* may allow the owner to leave landscaping in order to minimize erosion and disruption to vegetation.

(c) If the applicant fails to remove *farm structures*, farm equipment, and farm machinery in accordance with the requirements of this Subsection 14-6.2(H)(15) within ninety (90) days of the date the agricultural use is discontinued, the *land use director* shall proceed with enforcement actions as provided for in Section 14-11.

Section 3. [NEW MATERIAL] A New Subsection 14-6.2(I) of the Land Development Code is ordained to read:

(I) Cannabis Establishments

(1) Applicable law. *Cannabis establishments* are subject to applicable sections of the Land Development Code, as set forth in Chapter 14 of the SFCC 1987; other applicable city ordinances, as set forth in the SFCC 1987; and applicable state laws and regulations. Applicable provisions include, but are not limited to, the Lynn and Erin Compassionate Use Act, Sections 26-2B-1 to -10 NMSA 1978; the Cannabis Regulation Act, Sections 26-2C-1 to -42 NMSA 1978; the Dee Johnson Clean Indoor Air Act, Sections 24-16-1 to -20 NMSA 1978; the Santa Fe Smoke Free Ordinance, Section 10-6 SFCC 1987; the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; and the Business License Ordinance, Section 18-1 SFCC 1987.

(2) Enforcement. A person who fails to adhere to the provisions of Chapter 14 of the SFCC shall be subject to the enforcement provisions set forth in Sections 1.3 and 14-11 SFCC 1987 and all other legal remedies and enforcement actions available under the law.

(3) Permitted Uses. *Cannabis establishments* are permitted only as set forth in Table 14-6.1-1 and this subsection. A *vertically integrated cannabis establishment* or *integrated cannabis microbusiness* is permitted only if all uses licensed by the licensee are permitted in the zoning district.

(4) Minimum Distance from Schools. A *cannabis establishment* is not a permitted use if the *cannabis establishment* would be located within a three hundred (300) foot radius of an existing preschool, daycare center, elementary school, or secondary school. The radius shall be measured from the subject property boundaries.

(5) Retail Establishments.

(a) Density limitation. A *commercial cannabis retailer* is not a permitted use if the main entrance accessing the primary function of the *commercial cannabis retailer* would be within a four hundred (400) foot distance of the main entrance accessing the primary function of an existing *commercial cannabis retailer*.

(b) Operating hours. The hours of operation for a *commercial cannabis retailer* may begin as early as 7:00 a.m. and may extend as late as 12:00 a.m. (midnight).

(6) Odors and Ventilation. All *cannabis establishments* must comply with applicable state and *city* laws and regulations concerning odors and ventilation, including building and fire codes. Cannabis producers, cannabis producer microbusinesses, and cannabis manufacturers must use industry standard techniques to minimize odorous, toxic, or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems. Cannabis producers, cannabis producer microbusinesses, cannabis manufacturers, and cannabis consumption areas must obtain city approval of an odor control plan addressing these laws, prior to the issuance of a building

permit or certificate of compliance.

(7) Safety and Security. All *cannabis establishments* must comply with state law and regulations concerning safety and security, in addition to applicable provisions of SFCC 1987.

*** Editor's Note: the current subsection (I) shall be re-lettered as subsection (J).**

Section 4. Subsection 14-6.3(B)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(B) Permitted Accessory Uses and Structures

(2) RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4, and HZ Districts (Ord. No. 2014-31 § 14)

(a) The following *accessory* uses and *structures* are permitted in the RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4 and HZ districts: (Ord. No. 2013-16 § 31)

(i) *home occupations*, as provided for in Subsection 14-6.3(D)(2);

(ii) noncommercial *greenhouses* and plant nurseries;

(iii) private *garages*;

(iv) *utility sheds*, located within the *rear yard* only;

(v) children's play areas and play equipment;

(vi) private barbeque pits and private swimming pools;

(vii) *accessory dwelling units* as regulated in Subsection 14-6.3(D)(1);

(viii) other uses and *structures* customarily *accessory* and clearly incidental and subordinate to permitted or permissible uses and *structures*; and

(ix) *accessory structures* of a permanent, temporary or

portable nature such as coverings not constructed of solid building materials, including inflatable covers over swimming pools and tennis courts, and such other *accessory structures* that exceed thirty (30) inches in height from the average ground elevation.

(b) All *accessory* uses and *structures* allowed under Subsection 14-6.3(B)(2)(a) shall:

(i) not involve the conduct of *business* on the *premises*, except *home occupations*;

(ii) be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership; and

(iii) not be likely to attract visitors in larger numbers than would normally be expected in a single-*family residential* neighborhood.

(c) The following activities are prohibited within *residentially zoned districts*:

(i) Storage or parking, either continuous or intermittent, of commercial or industrial vehicles, except for those vehicles that are authorized by a special use *permit* or other permitted *non-residential* use.

A. Commercial or industrial vehicles include:

1. vehicles requiring a commercial driver's license to operate;

2. tour buses or school buses;

3. concrete mixer trucks or concrete pumper trucks;

4. towing vehicles;

5. earthmoving or *grading* equipment;

6. trailers or tractors (except lawn trailers or

tractors)

7. motorized construction or agricultural equipment;

8. cranes;

9. roll-off trash containers (except as related to an active construction *permit*); or

10. any other vehicles designed by the manufacturer for *business* purposes.

B. Commercial or industrial vehicles do not include:

1. *recreational vehicles* or trailers related to *recreational vehicles* that are used for personal purposes; or

2. passenger vehicles, pickup trucks or small trailers that may be used for *business* purposes related to a registered *home occupation business*.

(ii) Outdoor storage of construction materials, except in connection with active construction activities on the *premises*;

(iii) Storage of *mobile homes* or commercial shipping containers;

(iv) Vehicles, tents or other *structures* that do not comply with this chapter or other applicable codes, used as dwellings;

(v) Storage of PODS ® or similar style moving/shipping containers for more than thirty (30) days;

(vi) Storage or parking within any portion of a *street yard* other than a driveway of a noncommercial vehicle used for storage of goods, materials or equipment other than those items considered to be a part of the vehicle or essential for its immediate

use; [~~and~~]

(vii) Use of any vehicle as a receptacle for the storage of litter or refuse as provide by Subsections 10-1.13 and 10-1.14 SFCC 1987[~~.~~]; and

(viii) The conduct of any *business* as a *cannabis establishment* or for a *commercial cannabis activity*.

Section 5. Subsection 14-6.3(D)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(D) Standards for Specific Accessory Uses

(2) Home occupations

(a) Purposes

The purposes of the this Subsection 14-6.3(D)(2) are to increase the economic vitality of Santa Fe; provide increased worker independence, self-sufficiency and motivation; decrease traffic congestion through the enhancement of community; increase the safety of the neighborhoods by promoting neighborhood activity; integrate the ideas of working and residing in the same environment; protect the stability and character of the neighborhood; and encourage neighborhood participation in the determination of a successful balance between neighborhood residents and home-based *businesses*.

(b) Standards

Home occupations are permitted on all *property*, including *residential* or *mixed-use residential*/commercial if the standards provided in this paragraph are met.

(c) General Standards

(i) The *home occupation* shall involve the primary sale of goods or services in connection with the *home occupation* , including: 1) goods that are prepared, produced or grown on the *premises*; 2) services that are developed on the *premises* and provided

on or off the *premises*; 3) the sale of goods that are not produced on the *premises* and that are only distributed off the *premises*; or 4) repair services that take place solely within the home.

(ii) The *home occupation* shall be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership.

(iii) The *home occupation* shall be conducted by the *business* owner who resides continuously for a substantial period of time at the *premises* in which the *home occupation* is conducted. Continuous residence is determined by the land use director by review of relevant factors. The address listed on a driver's license, voter registration or tax return may not be sufficient to establish continuous residence.

(iv) Not more than two persons, other than members of the *family* who reside on the *premises*, shall be regularly engaged in the *home occupation*.

(v) Except for on-street parking, as set forth in this section, a *home occupation* shall be completely contained within the *property* lines of the lot on which the *home occupation* is located. A *home occupation* shall be in compliance with the performance standards set forth in Section 10-4 SFCC (General Environmental Standards); not produce any offensive noise, vibration, smoke, dust, odors, heat, gas, glare or electrical interference; or otherwise create a risk to health, safety or *property* of residents and occupants of adjacent and neighboring *properties*. The storage of firearms, ammunition, fireworks or similar explosives for sale or service is prohibited. Mechanical or electrical equipment that is incidental to the *home occupation* may be used if it does not create visible or audible interference in radio, computer or television receivers or cause fluctuation in voltage of the premises or neighboring premises. Depending upon the nature of the *home occupation*, the land use director may require proof of compliance with these restrictions prior to issuance of a *business* registration.

(vi) *Employees*, customers, clients or deliveries shall not enter the *premises* between the hours of 7:00 p.m. and 8:00 a.m. weekdays and 7:00 p.m. and

10:00 a.m. weekends. Depending on the nature of the *home occupation*, the *land use director* may reduce the hours of operation. Deliveries are limited to vehicles that do not exceed eleven (11) feet in height and twenty (20) feet in length.

(vii) No *cannabis establishment* or *commercial cannabis activity* may be conducted as a *home occupation*.

(d) Structural Standards

(i) Not more than twenty-five percent of the *gross floor area* of the *dwelling unit*, including *accessory buildings*, shall be used to conduct a *home occupation* . In determining the *gross floor area* of an *accessory dwelling unit*, no more than one thousand (1,000) square feet shall be used.

(ii) Nothing incidental to the conduct of a *home occupation* shall be constructed, installed, placed, parked or stored on a residentially zoned *lot* on which a *home occupation* is being conducted if it is visible from any adjacent or neighboring *property* and if it is not in keeping with the *residential* character of the neighborhoods surrounding the *lot*, except for *signs* and parking set forth in item (iii) below. A person who conducts a *home occupation* and applies for a construction *permit* shall demonstrate to the *land use director* that the proposed construction does not violate any section of this Subsection 14-6.3(D)(2).

(iii) No more than one *sign* is permitted, and the area of the *sign* shall not exceed one square foot.

(e) Parking Standards

(i) Depending on the nature of the *home occupation*, the following parking spaces shall be provided on the *lot* : 1) if there are no *employees* who reside off the *premises* and customers or clients do not come to the *premises*, only parking for the *dwelling unit* is required; 2) if there are no *employees* who reside off the premises and

customers or clients come to the *premises* , at least one parking space shall be provided on the lot for every four hundred (400) square feet of the *gross floor area* of the *premises* used for the *home occupation*, in addition to that required for the *dwelling unit*; 3) if there are any *employees* who reside off the *premises* and customers or clients do not come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working, in addition to that required for the *dwelling unit*; 4) if there are *employees* who reside off the *premises* and customers or clients come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working and at least one parking space shall be provided on the *lot* for every four hundred (400) square feet of the *gross floor area* of such *premises* used for the *home occupation* in addition to that required for the *dwelling unit*;

(ii) No more than one vehicle relating to a *home occupation* may be parked at any one time on the *streets* adjacent or proximate to the *lot* on which the *home occupation* is being conducted; however, in light of the character of the surrounding neighborhood, the *land use director* may prohibit any vehicles used in connection with a *home occupation* from parking on the *street*. This item regulates parked vehicles not associated with the *residential* use of the *dwelling unit*.

(f) Other Requirements; Inspections

(i) The *home occupation* shall comply with all other applicable codes, including without limitation the currently adopted fire and building codes, the federal American disabilities act and the *city's* wastewater requirements. Depending on the location of the *home occupation*, private covenants enforceable by those governed by the covenants may apply.

(ii) Inspections by the *city* are required prior to issuance of the *business* registration for the *home occupation* only for those *home occupations* in which the following occur: 1) *employees* reside off the *premises* come to the *premises*; 2) customers or

clients come to the *premises*; or 3) goods for sale are prepared, produced, grown or stored on the *premises*. The *city* reserves the right to inspect all *home occupations* for code compliance at such times as the *city* receives a complaint or has reason to believe the *city's* codes may be violated.

(g) Notice; Registration; Violations; Complaints; Variances; Appeals

(i) A person proposing to conduct a *home occupation* that will have more than one *employee* who will reside off the *premises* or that will have customers or clients coming to the *premises*, shall as part of the *application* be required to give notice, by first class mail with mailing certificate, of the *home occupation application* to all residents and *property owners* within one hundred fifty (150) feet of the *premises* and nearby neighborhood associations. The notice shall include the nature of the *home occupation*, the number of *employees*, whether customers or clients will be involved, the willingness of the *applicant* to meet with the neighboring residents and *property owners* and that the neighboring resident and *property* owner may review the *application* at the *city* offices. The neighboring residents and *property owners* have fifteen days from the date the notice was mailed to review the *application*. The *land use director* shall collect and evaluate this public comment that shall be used in determining whether the *home occupation* shall be approved and what restrictions, if any, shall be placed on it.

(ii) Each person who engages in a *home occupation* shall register the *home occupation* with the *city* on forms designated by the *city*, shall provide such information as required by the forms to verify compliance with the regulations, and shall renew such registration each year.

(iii) A person shall not conduct a *home occupation* in violation of this section. In addition to any other remedies available, the *city* may revoke

the *business* registration for the *home occupation* or the *certificate of occupancy* for any *building* in which a *home occupation* is being conducted in violation of this section. A person who fails to comply with the provisions of this section is subject to a penalty as provided in Article 14-11.

(iv) A *person* who is aggrieved by an approved *home occupation business* may file a complaint with the *city*. Within thirty calendar days of the *city's* receipt of the complaint, the *city* shall investigate the complaint and issue a written decision as to whether the *home occupation* against which the complaint was filed violates or complies with this section. If a violation is found, the *land use director* shall determine the actions that have been or should be taken to address the violation. Complaints shall be kept on file and be open to the public. When investigating complaints, the *land use director* shall review the file for prior complaints.

Section 6. Section 14-12.1 of the Land Development Code (being Ord. No. 2011-37, § 15, as amended) is amended to add the following definitions:

CANNABIS CONSUMPTION AREA

An area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area.

CANNABIS ESTABLISHMENT

A broad term that includes a cannabis testing laboratory, a cannabis manufacturer, a cannabis producer, a cannabis retailer, a cannabis research laboratory, a vertically integrated cannabis establishment, a cannabis producer microbusiness, or an integrated cannabis microbusiness.

CANNABIS MANUFACUTURING, LIGHT

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using nonvolatile solvents, alcohol, or carbon dioxide, or without

using solvents.

CANNABIS MANUFACTURING, HEAVY

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents or other methods that are outside the scope of light cannabis manufacturing.

CANNABIS PRODUCER

A business conducted by a person licensed to cultivate more than two hundred (200) mature cannabis plants, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS PRODUCER MICROBUSINESS

A small business conducted by a person licensed to cultivate up to two hundred (200) mature cannabis plants at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS PRODUCT

A product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients.

CANNABIS RESEARCH LABORATORY

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses.

CANNABIS TESTING LABORATORY

A facility where cannabis products are sampled, collected, and tested.

COMMERCIAL CANNABIS ACTIVITY

Cultivating, producing, possessing, manufacturing, storing, testing, researching, labeling, selling, purchasing for resale, or consigning cannabis products (but excluding personal growing and use, medical cannabis program activities, and cannabis training and education programs).

COMMERCIAL CANNABIS RETAILER

A business conducted by a person that is licensed to sell cannabis products directly to consumers.

INTEGRATED CANNABIS MICROBUSINESS

A person who is licensed as an integrated cannabis microbusiness and authorized to conduct one or more of the following:

1. production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred (200) total mature cannabis plants at any one time;

2. manufacture of cannabis products at a single licensed premises;

3. sales and transportation of only cannabis products produced or manufactured by that person;

4. operation of only one retail establishment; or

5. couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants, or directly to consumers.

VERTICALLY INTEGRATED CANNABIS ESTABLISHMENT

A person who is licensed as a vertically integrated microbusiness and authorized to act as any of the following:

1. a cannabis courier;

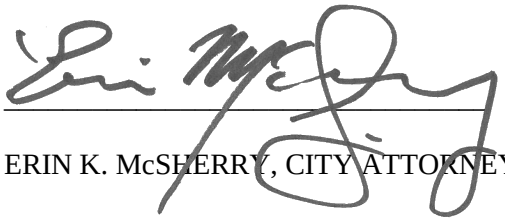
2. a cannabis manufacturer;

3. a cannabis producer; or

4. a cannabis retailer.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/2021-19 Cannabis Zoning

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-19

AN ORDINANCE

AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 14 SFCC 1987, TO ADDRESS ZONING ISSUES RELATED TO CANNABIS; AMENDING TABLE 14-6.1-1, TABLE OF PERMITTED USES, TO CLARIFY ZONING DISTRICTS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS, AND TO ADOPT OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.2(H), AGRICULTURAL USES, TO ADDRESS CANNABIS PRODUCTION; ADDING A NEW SUBSECTION 14-6.2(I) TO ADOPT USE-SPECIFIC STANDARDS FOR CANNABIS ESTABLISHMENTS, INCLUDING OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.3(B)(2) TO PROHIBIT COMMERCIAL CANNABIS ESTABLISHMENTS AS ACCESSORY USES OR STRUCTURES ON RESIDENTIALLY ZONED PROPERTY; AMENDING SUBSECTION 14-6.3(D)(2) TO PROHIBIT THE CONDUCT OF A CANNABIS ESTABLISHMENT AS A HOME OCCUPATION;

underscored material = new [~~bracketed material~~] = delete

AMENDING SECTION 14-12.1 TO ADD DEFINITIONS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY TO CARRY OUT THE PURPOSE OF THIS ORDINANCE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Table 16-1.1-1 of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

Table 14-6.1-1

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

CATEGORY Specific Use	RR	R-1	R-7	R-7	RC-5,	R-10	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
COMMERCIAL																						
Animal Sales and Service																						
Veterinary establishments, pet grooming	S									P*	P*	P*		P	P	P	P*		P *	P *	P* [2]	
Kennel	S									P*	P*	P*		P	P	P	P*					
Arts Activities																						
Arts and crafts studios, galleries and shops; gift shops for the sale of arts and crafts								P [10]	P	P	P	P		P	P			P	P	P	P [2]	
Arts and crafts schools								P [10]	P	P	P	P		P	P		P	P	P	P	P [2]	

Dance studios								P 10	P	P	P			P	P		P	P	P	P	P 2	
Photographers' studios								P 10	P	P	P			P	P		P	P	P	P	P 2	
Assembly																						
Private clubs and lodges	S	S	S		S	S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*[2]	
Cannabis consumption area																						(I)
Cannabis manufacturing, heavy															P	P	P					(I)
Cannabis manufacturing, light											P			P	P	P	P					(I)
Cannabis producer microbusiness (200 mature plants max.), indoor growing only																						

Extra small (2,500 sq. ft. canopy max.)											P				P	P	P	P	P	P		(H), (I)
Small (2,501 - 10,000 sq. ft. canopy)											P				P	P	P	P	P	P		(H), (I)
Medium (10,001 - 22,000 sq. ft. canopy)											P				P	P	P	P	P	P		(H), (I)
Large (22,001 or more sq. ft. canopy)											P				P	P	P	P	P	P		(H), (I)
Cannabis producer microbusiness (200 mature plants max.), outdoor growing																						
Extra small (2,500 sq. ft. canopy max.)											S				S	S	S	S	S	S		(H), (I)
Small (2,501 - 10,000 sq. ft. canopy)											S				S	S	S	S	S	S		(H), (I)

Medium (10,001 - 22,000 sq. ft. canopy)											S				S	S	S	S	S	S		(H), (I)
Large (22,001 or more sq. ft. canopy)											S				S	S	S	S	S	S		(H), (I)
Cannabis producer, indoor growing only																						
Extra small (2,500 sq. ft. canopy max.)											S				P	P	S					(H), (I)
Small (2,501 - 10,000 sq. ft. canopy)											S				P	P	S					(H), (I)
Medium (10,001 - 22,000 sq. ft. canopy)											S				P	P	S					(H), (I)
Large (22,001 or more sq. ft. canopy)											S				P	P	S					(H), (I)

Cannabis producer, outdoor growing																						
Extra small (2,500 sq. ft. canopy max.)											S				S	S	S					(H), (I)
Small (2,501 - 10,000 sq. ft. canopy)											S				S	S	S					(H), (I)
Medium (10,001 - 22,000 sq. ft. canopy)											S				S	S	S					(H), (I)
Large (22,001 or more sq. ft. canopy)											S				S	S	S					(H), (I)
Cannabis research laboratory											P			P	P	P	P					(D)(4), (I)
Cannabis testing laboratory											P			P	P	P	P					(D)(4), (I)
Commercial cannabis retailer											P			P	P	P	P	P	P	P	P[2]	(I)

* Special use permit required if located within 200 feet of *residentially-zoned property* unless a *qualifying project* located within the Midtown LINC Overlay District; otherwise permitted. (Ord. No. 2013-16 § 29; Ord. No. 2016-39 § 3)
**Uses listed are in addition to those permitted in the underlying district. No more than 3,000 square feet of *gross floor area* may be devoted to *nonresidential* uses.
***See Section 14-7.3(B)(1) for additional MU district regulations including minimum percentage of residential use. (Ord. No. 2013-16 § 22)
1. In the RR district, multiple- family dwellings are limited to four per lot.
2. Hours of operation limited to 7 a.m. to 10 p.m.
3. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m.
4. Not to exceed 1,000 square feet gross floor area, sales of alcohol prohibited.
5. Hospital is a permitted use in the Las Soleras Hospital District; requires special use permit in the Christus St. Vincent Hospital District.
6. See Section 14-6.2(A)(7) for additional regulations for principal dwelling units in the C-2, BIP and SC districts.
7. See Section 14-6.3 for additional accessory use regulations; see Section 14-6.4 (Temporary Uses or Structures)
8. In the Las Soleras Hospital District a heliport serving a hospital is a permitted use.
9. See Section 14-7.2(I) for standards for pre-existing mobile home parks and Section 14-6.2(A)(3)(a) for prohibition of new mobile home parks in MHP districts.
10. See Section 14-7.2(H) 3,000 square foot limit applies to specified uses in RAC district. (Ord. No. 2014-31 § 11)

Section 2. Subsection 14-6.2(H) of the Land Development Code (being Ord. No. 2016-42, § 2, as amended) is amended to read:

(H) **Agricultural Uses**

(1) Agricultural uses for noncommercial purposes that are *accessory* uses to a permitted *principal* use are permitted in all zoning districts but shall not create a public nuisance, subject to Subsection 10-9 SFCC 1987, Nuisance Abatement Ordinance, and shall meet all other applicable *city* codes.

(2) Agricultural uses for commercial purposes are permitted as set forth in Table 14-6.1-1; however, the following commercial agricultural uses are specifically prohibited:

(a) animal production;

(b) slaughterhouses and slaughtering of livestock; and

(c) any other use prohibited by 5-7.1 SFCC 1987.

(3) Applicability. No agricultural activity shall be conducted, or *farm structure* erected, except in compliance with the provisions of this Subsection 14-6.2(H), and shall not supersede the rights of home owners associations (HOAs) or any existing covenants, conditions and restrictions of HOAs or other neighborhood associations. The provisions of this subsection shall apply to all agricultural activities, whether such activity is a primary use or an accessory use, except for:

(a) Gardens for the personal noncommercial use of residents as accessory uses to *residential* uses.

(b) Community gardens located on city-owned property and regulated by written policies and procedures of the City of Santa Fe.

(c) Community gardens for noncommercial purposes permitted as an accessory use.

(d) The growing of cannabis for personal use, as permitted by the

Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 to -10 NMSA 1978; and the Cannabis Regulation Act, NMSA 1978, Sections 26-2C-1 to -42.

4) Approval Procedures.

(a) Agricultural uses are allowed as an accessory use; with a special use permit; or permitted by right, all as shown in Table 14-6.1-1.

(b) Except as otherwise provided in this Subsection 14-6.2(H), the procedural and other requirements for *home occupations*, special use permits and development plans apply to agricultural uses and *structures*. No commercial cannabis activity, including cannabis production, may be conducted as a *home occupation*.

(c) Agricultural uses and *structures* shall comply with all other applicable provisions of SFCC 1987, including Chapter VII relating to building and housing, and Chapter XII relating to fire prevention and protection.

(d) The governing body may adopt by resolution guidelines for the development and operation of agricultural uses, which shall guide the *land use director* in the administration of this Subsection 14-6.2(H).

(5) Development Standards.

(a) Except as otherwise provided in this Subsection 14-6.2(H), *structures* associated with agricultural uses are subject to the development standards established for the underlying and overlay zoning districts within which the property is located.

(b) Agricultural *home occupations* shall comply with Subsection 14-6.3(D)(2).

(6) *Urban Farm, Ground Level*.

(a) The principal activity to be performed on a *ground level urban farm* shall be the cultivation of agricultural crops.

(b) *Ground level urban farms* are permitted as provided in Table 14-

6.1-1.

(7) *Urban Farm, Roof Level*

(a) The principal activity to be performed on a *roof level urban farm* shall be the cultivation of agricultural crops.

(b) *Roof level urban farms* are permitted as provided in Table 14-6.1-1.

(8) *Aquaculture*, *Aquaponics* and *Hydroponics*.

(a) *Aquaculture*, *aquaponics* and *hydroponics* are permitted as provided in Table 14-6.1-1.

(b) Operations must comply with applicable Federal and State regulations for water use and discharge, and for the possession, propagation, culture, sale and disposition of living marine organisms.

(9) *Farm Stands*.

(a) An urban farm may include a *farm stand*. *Farm stands* located in zoning districts which otherwise prohibit retail sales shall be limited to sales of agricultural products that are grown on the premises, shall not be larger than 48 square feet, and shall be erected only during business operating hours and during the farming season.

(b) Operation of a *farm stand* requires a *home occupation* permit or other type of business license issued by the City of Santa Fe Business Licensing Division.

(10) *Cannabis Producer and Cannabis Producer Microbusiness*

(a) *Cannabis Producers* and *Cannabis Producer Microbusinesses* are permitted as provided in Table 14-6.1-1.

(b) *Cannabis Producers* and *Cannabis Producer Microbusinesses* must comply with applicable State regulations and licensure, in addition to applicable provisions of the SFCC 1987.

([~~10~~]11) Screening and Buffering.

(a) Any composting, loading or disposal areas within or adjacent to a *residential* or *commercial* zoning district shall be screened from view by a wall, fence, berm or vegetative screen, or combination thereof. Any fencing shall be constructed of opaque materials and shall comply with the standards and requirements applicable to fences in the zoning district where the property is located.

(b) Any material or equipment stored outdoors within a *residential* or *commercial* zoning district shall be surrounded by a wall or fence or vegetative screen not less than six (6) feet high, as may be necessary, to screen such material or equipment from view from any public street or public open space.

([~~11~~]12) Maintenance and Operation. Urban farms, *cannabis producers*, and *cannabis producer microbusinesses* shall be used and maintained in such a manner in which at no time shall they constitute a nuisance or hazard to the surrounding neighborhood.

([~~12~~]13) Soil Safety. All urban farms, *cannabis producers*, and *cannabis producer microbusinesses* using conditioned soil will be required to comply with the New Mexico Soil and Water Conservation Act, Sections 73-20-25 through 73-20-48 NMSA 1978.

([~~13~~]14) *Composting*.

(a) *Composting* is accessory to an urban farm, *cannabis producer*, or *cannabis producer microbusinesses* and shall be used only onsite where any *ground level urban farm*[~~—or~~], *roof level urban farm*, *cannabis producer*, or *cannabis producer microbusiness* is permitted. Composting shall occupy no more than ten (10) percent of the *farm area*, and cooked food, raw animal matter, animal waste, and human waste shall not be used in the creation of compost.

(b) *Composting* as a principal use requires approval of a special use permit in *industrial* zoning districts, and is prohibited in other zoning districts.

(c) Maximum Height:

(i) Maximum height of composting structures or bins shall not exceed the maximum height permitted for fences and walls in the zoning district where the property is located.

(ii) On a *roof level urban farm*, any *composting* must be contained within a fully enclosed inflammable bin that does not have direct contact with flammable materials.

(d) *Setbacks*:

(i) Subject to Subsection 14-6.3(B)(2) Accessory Uses, compost bins, accessory structures and windrows shall comply with the applicable *setback* requirements in all zoned districts.

(ii) Compost bins, structures and windrows located in a required yard or street frontage in all *residential* and *commercial* zoned districts must be screened from street view, and *setback* a minimum of ten (10) feet from the property line.

([~~14~~]15) Water.

(a) Urban farms, *cannabis producers*, and *cannabis producer microbusinesses* are allowed to use the following water resources:

(i) Captured rainwater on-site meeting the requirements of the New Mexico State Engineer's Office (OSE) and Subsection 14-8.4(E).

(ii) Passive water harvesting designed to infiltrate water, control runoff and erosion.

(iii) *Gray water* or treated effluent from permitted on-site sources adhering to the requirements of Section 20-7-3 NMAC and Subsection 14-8.4(E)(2) consistent with its adjudicated, licensed, or permitted use.

(iv) Well water from existing on-site wells, provided that

such wells are permitted by the OSE for agricultural use, are metered, and tested annually by a laboratory certified by the New Mexico environment department to ensure that the well is bacteria-free and that the levels of arsenic, fluoride, nitrate, and uranium are compliant with EPA primary drinking water standards (maximum contamination levels, or MCLs), and such lab reports shall be sent to the *land use director*.

(v) Municipal water system.

(vi) Stormwater infiltration where or permitted by the OSE.

(b) Any constructed water catchment systems shall meet all permitting requirements of the City of Santa Fe's planning and land use department.

(c) Water supplied through the municipal water system shall be charged at the rate applicable to the meter size, and shall comply with all applicable requirements of Section 14-8.13 of the land use development code.

(i) Separate meters shall be required for irrigation in *commercial* and *industrial* zoned areas unless the total farm area on the lot is less than five hundred (500) square feet, and meter data denoting monthly and annual water use shall be sent to the *land use director* for monitoring purposes.;

(ii) Water efficient irrigation systems are required to be installed and used when water from the municipal water system is used for irrigation.

(d) Irrigation systems shall comply with Subsection 14-8.4(E)(4), including installation of an approved backflow prevention device.

(e) Watering times shall comply with the outdoor conservation regulations pursuant to Subsection 25-2.7 SFCC 1987.

(f) The use of other water efficient technologies and water management best practices, such as use of ollas or other water-holding materials, are allowed. The *land use director* shall provide all urban farms with city-authored water efficient irrigation

guidelines and low-water use landscape literature, such as landscape irrigation design standards.

([~~15~~]16) Abandonment.

(a) If an agricultural use ceases for any reason for three hundred sixty-five (365) consecutive days without the prior written approval of the *land use director*, the use shall be deemed to be abandoned.

(b) Any property used for agricultural purposes pursuant to this section shall be cleared and restored to the state in which it existed prior to commencement of the agricultural use. The property owner shall remove from the property all *farm structures* within ninety (90) days after the date the agricultural use is discontinued. Site clearing shall consist of:

(i) Physical removal of all *farm structures*, farm equipment and machinery; and

(ii) Disposal of all *composting* and agricultural waste in accordance with local and state waste disposal regulations; and

(iii) Stabilization of the site's vegetation as necessary to minimize erosion and invasive species encroachment. The *land use director* may allow the owner to leave landscaping in order to minimize erosion and disruption to vegetation.

(c) If the applicant fails to remove *farm structures*, farm equipment, and farm machinery in accordance with the requirements of this Subsection 14-6.2(H)([~~15~~]16) within ninety (90) days of the date the agricultural use is discontinued, the *land use director* shall proceed with enforcement actions as provided for in Section 14-11.

Section 3. [NEW MATERIAL] A New Subsection 14-6.2(I) of the Land Development Code is ordained to read:

(I) Cannabis Establishments

(1) Applicable law. *Cannabis establishments* are subject to applicable

sections of the Land Development Code, as set forth in Chapter 14 of the SFCC 1987; other applicable city ordinances, as set forth in the SFCC 1987; and applicable state laws and regulations. Applicable provisions include, but are not limited to, the Lynn and Erin Compassionate Use Act, Sections 26-2B-1 to -10 NMSA 1978; the Cannabis Regulation Act, Sections 26-2C-1 to -42 NMSA 1978; the Dee Johnson Clean Indoor Air Act, Sections 24-16-1 to -20 NMSA 1978; the Santa Fe Smoke Free Ordinance, Section 10-6 SFCC 1987; the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; and the Business License Ordinance, Section 18-1 SFCC 1987.

(2) Enforcement. A person who fails to adhere to the provisions of Chapter 14 of the SFCC shall be subject to the enforcement provisions set forth in Sections 1.3 and 14-11 SFCC 1987 and all other legal remedies and enforcement actions available under the law.

(3) Permitted Uses. *Cannabis establishments* are permitted only as set forth in Table 14-6.1-1 and this subsection. A *vertically integrated cannabis establishment* or *integrated cannabis microbusiness* is permitted only if all of the uses encompassed by the license are permitted in the zoning district.

(4) Minimum Distance from Schools. A new *cannabis establishment* is not a permitted use if the new *cannabis establishment* would be located within a three hundred (300) foot radius of an existing preschool, daycare center, elementary school, or secondary school. The radius shall be measured from the subject property boundaries.

(5) Retail Establishments.

(a) Density limitation. A new *commercial cannabis retailer* is not a permitted use if the new *commercial cannabis retailer* would be located within a four hundred (400) foot distance of a *commercial cannabis retailer* primary entrance. The distance shall be measured from the primary entrance of the business premise to the primary entrance of the next business premise.

(b) Operating hours. The hours of operation for a *commercial*

cannabis retailer are limited to 7:00 a.m. to 12:00 a.m. (midnight).

(6) Odors and Ventilation. All *cannabis establishments* must comply with applicable state and *city* laws and regulations concerning odors and ventilation, including building and fire codes. Cannabis producers, cannabis producer microbusinesses, and cannabis manufacturers must use industry standard techniques to minimize odorous, toxic, or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems. Cannabis producers, cannabis producer microbusinesses, cannabis manufacturers, and cannabis consumption areas must have an odor control plan approved by the City.

(7) Safety and Security. All *cannabis establishments* must comply with state law and regulations concerning safety and security, in addition to applicable provisions of the SFCC 1987.

*** Editor's Note: the current subsection (I) shall be re-lettered as subsection (J).**

Section 4. Subsection 14-6.3(B)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(B) Permitted Accessory Uses and Structures

(2) RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4, and HZ Districts (Ord. No. 2014-31 § 14)

(a) The following *accessory* uses and *structures* are permitted in the RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4 and HZ districts: (Ord. No. 2013-16 § 31)

(i) *home occupations*, as provided for in Subsection 14-6.3(D)(2);

(ii) noncommercial *greenhouses* and plant nurseries;

(iii) private *garages*;

(iv) *utility sheds*, located within the *rear yard* only;

(v) children's play areas and play equipment;

(vi) private barbeque pits and private swimming pools;

(vii) *accessory dwelling units* as regulated in Subsection 14-6.3(D)(1);

(viii) other uses and *structures* customarily *accessory* and clearly incidental and subordinate to permitted or permissible uses and *structures*; and

(ix) *accessory structures* of a permanent, temporary or portable nature such as coverings not constructed of solid building materials, including inflatable covers over swimming pools and tennis courts, and such other *accessory structures* that exceed thirty (30) inches in height from the average ground elevation.

(b) All *accessory* uses and *structures* allowed under Subsection 14-6.3(B)(2)(a) shall:

(i) not involve the conduct of *business* on the *premises*, except *home occupations*;

(ii) be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership; and

(iii) not be likely to attract visitors in larger numbers than would normally be expected in a single-*family residential* neighborhood.

(c) The following activities are prohibited within *residentially zoned districts*:

(i) Storage or parking, either continuous or intermittent, of commercial or industrial vehicles, except for those vehicles that are authorized by a special use *permit* or other permitted *non-residential* use.

A. Commercial or industrial vehicles include:

1. vehicles requiring a commercial driver's

license to operate;

2. tour buses or school buses;

3. concrete mixer trucks or concrete pumper trucks;

4. towing vehicles;

5. earthmoving or *grading* equipment;

6. trailers or tractors (except lawn trailers or tractors)

7. motorized construction or agricultural equipment;

8. cranes;

9. roll-off trash containers (except as related to an active construction *permit*); or

10. any other vehicles designed by the manufacturer for *business* purposes.

B. Commercial or industrial vehicles do not include:

1. *recreational vehicles* or trailers related to *recreational vehicles* that are used for personal purposes; or

2. passenger vehicles, pickup trucks or small trailers that may be used for *business* purposes related to a registered *home occupation business*.

(ii) Outdoor storage of construction materials, except in connection with active construction activities on the *premises*;

(iii) Storage of *mobile homes* or commercial shipping containers;

(iv) Vehicles, tents or other *structures* that do not comply with this chapter or other applicable codes, used as dwellings;

(v) Storage of PODS ® or similar style moving/shipping containers for more than thirty (30) days;

(vi) Storage or parking within any portion of a *street yard* other than a driveway of a noncommercial vehicle used for storage of goods, materials or equipment other than those items considered to be a part of the vehicle or essential for its immediate use; [~~and~~]

(vii) Use of any vehicle as a receptacle for the storage of litter or refuse as provide by Subsections 10-1.13 and 10-1.14 SFCC 1987[~~.~~]; and

(viii) The conduct of any *business* or *home occupation* as a *cannabis establishment* or for a *commercial cannabis activity*.

Section 5. Subsection 14-6.3(D)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(D) Standards for Specific Accessory Uses

(2) Home occupations

(a) Purposes

The purposes of the this Subsection 14-6.3(D)(2) are to increase the economic vitality of Santa Fe; provide increased worker independence, self-sufficiency and motivation; decrease traffic congestion through the enhancement of community; increase the safety of the neighborhoods by promoting neighborhood activity; integrate the ideas of working and residing in the same environment; protect the stability and character of the neighborhood; and encourage neighborhood participation in the determination of a successful balance between neighborhood residents and home-based *businesses*.

(b) Standards

Home occupations are permitted on all *property*, including *residential* or *mixed-use residential*/commercial if the standards provided in this paragraph are met.

(c) General Standards

(i) The *home occupation* shall involve the primary sale of goods or services in connection with the *home occupation* , including: 1) goods that are prepared, produced or grown on the *premises* ; 2) services that are developed on the *premises* and provided on or off the *premises* ; 3) the sale of goods that are not produced on the *premises* and that are only distributed off the *premises* ; or 4) repair services that take place solely within the home.

(ii) The *home occupation* shall be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership.

(iii) The *home occupation* shall be conducted by the *business* owner who resides continuously for a substantial period of time at the *premises* in which the *home occupation* is conducted. Continuous residence is determined by the land use director by review of relevant factors. The address listed on a driver's license, voter registration or tax return may not be sufficient to establish continuous residence.

(iv) Not more than two persons, other than members of the *family* who reside on the *premises*, shall be regularly engaged in the *home occupation*.

(v) Except for on-street parking, as set forth in this section, a *home occupation* shall be completely contained within the *property* lines of the lot on which the *home occupation* is located. A *home occupation* shall be in compliance with the performance standards set forth in Section 10-4 SFCC (General Environmental Standards); not produce any offensive noise, vibration, smoke, dust, odors, heat, gas, glare or electrical interference; or otherwise create a risk to health, safety or *property* of residents and occupants of adjacent and neighboring *properties* . The storage of firearms, ammunition, fireworks or similar explosives

for sale or service is prohibited. Mechanical or electrical equipment that is incidental to the *home occupation* may be used if it does not create visible or audible interference in radio, computer or television receivers or cause fluctuation in voltage of the premises or neighboring premises. Depending upon the nature of the *home occupation* , the land use director may require proof of compliance with these restrictions prior to issuance of a *business* registration.

(vi) *Employees* , customers, clients or deliveries shall not enter the *premises* between the hours of 7:00 p.m. and 8:00 a.m. weekdays and 7:00 p.m. and 10:00 a.m. weekends. Depending on the nature of the *home occupation* , the *land use director* may reduce the hours of operation. Deliveries are limited to vehicles that do not exceed eleven (11) feet in height and twenty (20) feet in length.

(vii) No *cannabis establishment* or *commercial cannabis activity* may be conducted as a *home occupation*.

(d) Structural Standards

(i) Not more than twenty-five percent of the *gross floor area* of the *dwelling unit* , including *accessory buildings* , shall be used to conduct a *home occupation* . In determining the *gross floor area* of an *accessory dwelling unit* , no more than one thousand (1,000) square feet shall be used.

(ii) Nothing incidental to the conduct of a *home occupation* shall be constructed, installed, placed, parked or stored on a residentially zoned *lot* on which a *home occupation* is being conducted if it is visible from any adjacent or neighboring *property* and if it is not in keeping with the *residential* character of the neighborhoods surrounding the *lot* , except for *signs* and parking set forth in item (iii) below. A person who conducts a *home occupation* and applies for a construction *permit* shall demonstrate to the *land use director* that the proposed construction does not violate any section of this Subsection 14-6.3(D)(2).

(iii) No more than one *sign* is permitted, and the area of the *sign* shall not exceed one square foot.

(e) Parking Standards

(i) Depending on the nature of the *home occupation*, the following parking spaces shall be provided on the *lot* : 1) if there are no *employees* who reside off the *premises* and customers or clients do not come to the *premises*, only parking for the *dwelling unit* is required; 2) if there are no *employees* who reside off the premises and customers or clients come to the *premises* , at least one parking space shall be provided on the lot for every four hundred (400) square feet of the *gross floor area* of the *premises* used for the *home occupation*, in addition to that required for the *dwelling unit*; 3) if there are any *employees* who reside off the *premises* and customers or clients do not come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working, in addition to that required for the *dwelling unit*; 4) if there are *employees* who reside off the *premises* and customers or clients come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working and at least one parking space shall be provided on the *lot* for every four hundred (400) square feet of the *gross floor area* of such *premises* used for the *home occupation* in addition to that required for the *dwelling unit*;

(ii) No more than one vehicle relating to a *home occupation* may be parked at any one time on the *streets* adjacent or proximate to the *lot* on which the *home occupation* is being conducted; however, in light of the character of the surrounding neighborhood, the *land use director* may prohibit any vehicles used in connection with a *home occupation* from parking on the *street*. This item regulates parked vehicles not associated with the *residential* use of the *dwelling unit*.

(f) Other Requirements; Inspections

(i) The *home occupation* shall comply with all other

applicable codes, including without limitation the currently adopted fire and building codes, the federal American disabilities act and the *city's* wastewater requirements. Depending on the location of the *home occupation*, private covenants enforceable by those governed by the covenants may apply.

(ii) Inspections by the *city* are required prior to issuance of the *business* registration for the *home occupation* only for those *home occupations* in which the following occur: 1) *employees* reside off the *premises* come to the *premises*; 2) customers or clients come to the *premises*; or 3) goods for sale are prepared, produced, grown or stored on the *premises*. The *city* reserves the right to inspect all *home occupations* for code compliance at such times as the *city* receives a complaint or has reason to believe the *city's* codes may be violated.

(g) Notice; Registration; Violations; Complaints; Variances; Appeals

(i) A person proposing to conduct a *home occupation* that will have more than one *employee* who will reside off the *premises* or that will have customers or clients coming to the *premises*, shall as part of the *application* be required to give notice, by first class mail with mailing certificate, of the *home occupation application* to all residents and *property owners* within one hundred fifty (150) feet of the *premises* and nearby neighborhood associations. The notice shall include the nature of the *home occupation*, the number of *employees*, whether customers or clients will be involved, the willingness of the *applicant* to meet with the neighboring residents and *property owners* and that the neighboring resident and *property* owner may review the *application* at the *city* offices. The neighboring residents and *property owners* have fifteen days from the date the notice was mailed to review the *application*. The *land use director* shall collect and evaluate this public comment that shall be used in determining whether the *home occupation* shall be approved and what

restrictions, if any, shall be placed on it.

(ii) Each person who engages in a *home occupation* shall register the *home occupation* with the *city* on forms designated by the *city*, shall provide such information as required by the forms to verify compliance with the regulations, and shall renew such registration each year.

(iii) A person shall not conduct a *home occupation* in violation of this section. In addition to any other remedies available, the *city* may revoke the *business* registration for the *home occupation* or the *certificate of occupancy* for any *building* in which a *home occupation* is being conducted in violation of this section. A person who fails to comply with the provisions of this section is subject to a penalty as provided in Article 14-11.

(iv) A *person* who is aggrieved by an approved *home occupation business* may file a complaint with the *city*. Within thirty calendar days of the *city's* receipt of the complaint, the *city* shall investigate the complaint and issue a written decision as to whether the *home occupation* against which the complaint was filed violates or complies with this section. If a violation is found, the *land use director* shall determine the actions that have been or should be taken to address the violation. Complaints shall be kept on file and be open to the public. When investigating complaints, the *land use director* shall review the file for prior complaints.

Section 5. Section 14-12.1 of the Land Development Code (being Ord. No. 2011-37, § 15, as amended) is amended to add the following definitions:

CANNABIS CANOPY AREA

The surface area utilized to produce cannabis plants calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain cannabis plants at any point in time, including all of the space(s) within the boundaries. Canopy may be noncontiguous, but each

unique area included in the total canopy calculation shall be separated by an identifiable boundary, which includes: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

CANNABIS CONSUMPTION AREA

An area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area.

CANNABIS ESTABLISHMENT

A broad term that includes a cannabis testing laboratory, a cannabis manufacturer, a cannabis producer, a cannabis retailer, a cannabis research laboratory, a vertically integrated cannabis establishment, a cannabis producer microbusiness, or an integrated cannabis microbusiness.

CANNABIS MANUFACUTURING, LIGHT

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using nonvolatile solvents, alcohol, or carbon dioxide, or no solvents.

CANNABIS MANUFACTURING, HEAVY

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents or other methods that fall outside the scope of light cannabis manufacturing.

CANNABIS PRODUCER

A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person possesses two hundred and one (201) total mature cannabis plants or more at any one time.

CANNABIS PRODUCER MICROBUSINESS

A small business conducted by a person licensed to cultivate cannabis at a single

location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

CANNABIS PRODUCT

A product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients.

CANNABIS RESEARCH LABORATORY

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses.

CANNABIS TESTING LABORATORY

A facility where cannabis products are sampled, collected, and tested.

COMMERCIAL CANNABIS ACTIVITY

Cultivating, producing, possessing, manufacturing, storing, testing, researching, labeling, selling, purchasing for resale, or consigning cannabis products (but excluding personal growing and use, medical cannabis program activities, and cannabis training and education programs).

COMMERCIAL CANNABIS RETAILER

A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

INTEGRATED CANNABIS MICROBUSINESS

A person that is authorized to conduct one or more of the following:

1. production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

2. manufacture of cannabis products at a single licensed premises;

3. sales and transportation of only cannabis products produced or manufactured by that person;

4. operation of only one retail establishment; and

5. couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

VERTICALLY INTEGRATED CANNABIS ESTABLISHMENT

A person that is authorized to conduct one or more of the following at any one time:

1. a cannabis courier;

2. a cannabis manufacturer;

3. a cannabis producer; and

4. a cannabis retailer.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

APPROVED AS TO FORM:

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ERIN K. McSHERRY, CITY ATTORNEY

City of Santa Fe New Mexico
Memorandum

Date: August 13, 2021, for the August 19, 2021 Meeting of the Planning Commission

To: Planning Commission

From: The Policy Subcommittee of the Planning Commission

CC: Jason Kluck, Interim Planning and Land Use Department Director
Noah Berke, Current Planning Division Manager

RE: Policy Subcommittee Cannabis Recommendations

ITEM & ISSUE:

In the 2021 Special Session, the New Mexico Legislature adopted the Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local regulatory authority. This memorandum sets forth the Policy Subcommittee's preliminary recommendations for cannabis land use regulations. The Policy Subcommittee requests input from the full Planning Commission on these recommendations. Following input from the Planning Commission, the Policy Subcommittee will work with Staff to incorporate the recommendations into draft amendments to the Land Development Code, as set forth in Chapter 14 of the Santa Fe City Code. The resulting legislation will require review at public hearings before the Planning Commission and Governing Body before adoption.

The State has clearly outlined that local jurisdictions cannot:

- Prevent anyone properly licensed from transporting cannabis products on public roads;
- Completely prohibit the operation of a cannabis licensee;
- Prohibit or limit signage identifying a business as a cannabis establishment if it's attached to or located on the business premises;
- Require a cannabis establishment or a cannabis consumption area be located more than 300 feet from a school or daycare center that existed when the cannabis establishment or consumption area was licensed;
- Require an existing cannabis licensee to relocate to a new premises; or
- Prohibit an adult New Mexican from producing homegrown cannabis.

Local jurisdictions can adopt rules that reasonably limit conditions like density of cannabis establishments and operating times.

The Policy Subcommittee has conducted several meetings to formalize answers to the broad land use policy questions that Staff posed to the Governing Body on July 14, 2021. Subcommittee members have also worked to research the legislative limitations, best practices, and experiences of other places, and have appreciated the assistance of staff in this research. The Subcommittee's primary focus has been to make recommendations regarding appropriate time, place, and manner restrictions for the following types of cannabis establishments: commercial retail, production (growing), testing and research laboratories, manufacturing facilities, and vertically integrated cannabis establishments. The Policy Subcommittee's recommendations are aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare.

During this process, the Policy Subcommittee has expressed concern that the City's desired timeline assigned to the promulgation of the policy related to the cannabis legislation has impeded the Subcommittee's completion of a thorough and effective set of recommendations. The Subcommittee notes the complexity of this industry and its impacts (both positive and negative) on the community need further examination. It would be beneficial to seek more community feedback prior to making any final recommendations.

Although the Policy Subcommittee has submitted a limited series of general recommendations, it is the intent of the Subcommittee to continue working on producing more impactful and substantive recommendations to address several gaps and "unknowns" in the current recommendation submission. Regulatory requirements for cannabis consumption areas have not been addressed in this work because of additional time available before that licensing is implemented and because of time pressures to complete the regulations for the other uses. The Subcommittee recommends that cannabis consumption areas be an immediate priority after the current ordinance is adopted, so that thoughtful and complete work can be done before that licensing begins. The Subcommittee intends to address consumption in a separate set of recommendations (estimated start date mid-to-late September). The Policy Subcommittee recognizes that additional recommendations and legislation will likely be required in the future to address unresolved issues and make any desired adjustments to the City's regulatory framework.

UPDATE:
The Policy Subcommittee met on August 12, 2021 to work on definitions, density, and permitted uses. The Policy Subcommittee recommends the following:

- Regarding density for retail: 400 feet to replace 100 to 600 feet.

- Regarding production: micro and all other facilities fall under the subcategories Extra Small, Small, Medium, and Large. It is important that the state's definition of Micro-business remain in the drafted legislation under definitions and a statement be included before subcategory definitions (XS, S, M, L) and the zoning table. "Micro-business and all other production facilities shall fall under the subcategories, Extra Small, Small, Medium, and Large as defined based on indoor/outdoor canopy size."

RECOMMENDATIONS:

The Policy Subcommittee proposes the following recommendations in response to the questions posed by Staff.

- Should the density of cannabis establishments be limited, in all or part of the City?

  Yes. The Policy Subcommittee recommends the adoption of a minimum distance between commercial retail establishments, as measured from the property lines of a parcel, to avoid the potential negative consequences that might result from concentrating retail establishments, and recommends a uniform minimum distance across the city to promote equitable requirements in all areas of town and ease of enforcement. Staff has provided maps that illustrate buffer zones of various sizes, ranging from 100 feet to 600 feet. The Policy Subcommittee anticipates making a recommendation for a buffer of between 300 and 600 feet, following input from the public and the full Planning Commission. The Policy Subcommittee is also exploring whether density limitations might be appropriate for other types of cannabis establishments, including production (growing) and manufacturing establishments.

  The Policy Subcommittee recommends that density be uniform throughout the entire city, meaning that no district shall be at a higher or lesser density than any other district. Consistency in regards to density is a critical part of the intent of the New Mexico state law to ensuring equity.

- Should the City adopt operating times for cannabis establishments?

  Yes. The Policy Subcommittee recommends limiting commercial retail establishments to operating hours of 7 AM – 12 AM (midnight). This would be consistent with what Santa Fe County has adopted.

- Should cannabis uses be located a minimum distance from schools, daycare centers, religious institutions, and/or residential neighborhoods?

  Yes. Cannabis establishments should be located no closer than 300 feet from a school or daycare center. The Policy Subcommittee does not recommend a minimum distance from religious institutions or residentially zoned districts. The Policy Subcommittee notes that existing provisions in Chapter 14 require up to an 8 foot wall and a 15 foot landscape buffer between commercial uses and residentially zoned districts, which appear sufficient to address potential residential concerns about noise and odor. To further protect residential neighborhoods, the Policy Subcommittee also recommends prohibiting home occupations that involve commercial cannabis activities, which would be consistent with what Santa Fe County has adopted.

- Should a special use permit be required to operate a cannabis establishment in certain areas?

  Yes. At a minimum, the Policy Subcommittee recommends that a Special Use Permit should be required for all outdoor commercial growing operations; all large growing operations

(22,000 sq. ft. of canopy or more); and all growing operations in C-2 and BIP districts.

- Should the City adopt regulations to allow recreational cannabis consumption areas?

  Yes, but not as part of the initial legislation currently under way. The Policy Subcommittee recommends that consumption areas should be prohibited until the City has had an opportunity to conduct further study and obtain additional input from the community and stakeholders. The State of New Mexico has not drafted regulations for consumption areas and therefore the Policy Subcommittee is not in a position to offer guidance until such regulations are promulgated at the State level. The Policy Subcommittee anticipates that additional legislation on this topic will be drafted and proposed in the near future.

- Should the Table of Permitted Uses be revised to clarify or amend the zoning districts in which the various types of cannabis establishments may be located? E.g., should certain zoning districts be reserved for uses other than cannabis establishments to prevent unintended consequences, such as a proliferation of cannabis establishments that could drive other businesses out or cause rent and property prices to go up?

  Yes. For clarity, the Policy Subcommittee recommends that various types of cannabis establishments should be added to the Table of Permitted Uses. The Policy Subcommittee recommends basing the permitted zoning districts on the existing categories, with the following recommended changes:

  Retail cannabis should be allowed in zones where other retail is allowed, subject to the density and proximity to school/daycare limitations described above. Permitted districts include the C-2, BCD, industrial districts, shopping center districts, and mixed use districts.

  Cannabis manufacturing uses should be divided into two categories. Methods of manufacturing that involve volatile solvents pose a greater risk to public safety should be restricted to industrial zoning districts. Research and testing laboratories that use volatile solvents should likewise be treated as heavy manufacturing. Methods of manufacturing that pose a lower risk to public safety should be allowed in the zoning districts that currently allow laboratory, light manufacturing, and assembly uses, which includes the C-2, BCD, and industrial zoning districts.

  Regarding cannabis production (growing), the Policy Subcommittee notes that facility size appears to be critical to managing this industry in other cities and states, and that other jurisdictions have regulated facility size based on a calculation of the total area of the canopy of mature plants present at the facility at any one time. The Policy Subcommittee recommends ongoing study of this issue and intends to retain this as a policy priority in the near future. At this time, the Policy Subcommittee recommends creating four different sub categories that all producers, including Micro-businesses, will fall under and requiring special use permits for most growing operations, as follows:

  ~~**Regarding cannabis production (growing), the Policy Subcommittee notes that facility size appears to be critical to managing this industry in other cities and states, and that other jurisdictions have regulated facility size based on a calculation of the total area of the canopy**~~

~~of mature plants present at the facility at any one time. The Policy Subcommittee recommends ongoing study of this issue and intends to retain this as a policy priority in the near future. At this time, the Policy Subcommittee recommends creating five different categories of producers and requiring special use permits for most growing operations~~, as follows:

~~Cannabis Producer Microbusiness (up to 200 mature plants)~~
- ~~Permitted indoors: I-1, I-2~~
- ~~Permitted indoors or outdoors with Special Use Permit: C-4, BIP~~

Cannabis Producer, Extra Small (up to 2500 sq. ft. canopy)
- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Small (2,500-10,000 sq. ft. canopy)
- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Medium (10,000-22,000 sq. ft. canopy indoors or up to 1 acre outdoors)
- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Large (over 22,000 sq. ft. canopy)
- **Permitted indoors or outdoors with Special Use Permit: I-1, I-2.**

Finally, House Bill 2 creates a type of establishment called a "vertically integrated cannabis establishment" that allows a person licensed by the State to act as all or any combination of the following: a cannabis courier, a cannabis manufacturer, a cannabis producer, or a cannabis retailer. The Policy Subcommittee recommends that a licensee seeking to run one a vertically integrated cannabis establishments must be located in a zoning district that allows all of the contemplated uses.

- Are Chapter 14 amendments needed to address issues related to safety and security, or odors and ventilation?

Regarding safety and security, House Bill 2 requires the Cannabis Control Division of the New Mexico Regulation and Licensing Department to adopt regulations to address security requirements, and comprehensive draft regulations have been published for comment. The Policy Subcommittee intends to review the regulations when they have been promulgated and made available to the public to ensure they are appropriate for the City of Santa Fe. The Policy Subcommittee intends to propose additional legislation if any gaps are identified.

Regarding odor and ventilation, the Policy Subcommittee notes that existing building and fire codes and the City's nuisance ordinance likely address most of the concerns about preventing nuisance odors and ensuring safe, well-ventilated operations. The Policy Subcommittee recommends adding some general language to Chapter 14 to further address these issues, based on provisions that have been adopted by the City of Albuquerque and the County of Santa Fe. The City of Albuquerque requires cannabis establishments to have

an odor control plan approved by the City. The County of Santa Fe requires certain cannabis producers and manufacturers to use industry standards to minimize odorous, toxic, or noxious matter.

- What should the process be for conducting stakeholder outreach and community conversations, prior to the adoption of new land use regulations for cannabis?

  The Policy Subcommittee understands that the Governing Body solicited public input on cannabis at the Governing Body meeting held August 2, 2021. Public input is invited at the Planning Commission meeting scheduled for August 5, and notice of this opportunity has been posted on the City's Facebook page. In addition, public hearings are legally required as part of the approval of any legislative language. The Policy Subcommittee recommends that the City continue to issue media releases to alert the public to additional opportunities to provide input at upcoming Planning Commission and Governing Body meetings. Additional public input will also be sought for the regulations for cannabis consumption areas.

  The Policy Subcommittee regrets that there is not more time available for more stakeholder outreach outside of public meetings and recommends that this be improved as part of the Subcommittee's process for all future work.

- Should the definitions in Chapter 14 be amended to include new definitions for various types of cannabis establishments?

  Yes. The definitions should be consistent with State and County definitions, as customized to describe various types of land uses.

APPENDIX:
PROPOSED NEW DEFINITIONS FOR § 14-12.1 (WORKING DRAFT)

CANNABIS CANOPY AREA

~~The measurement in square feet of the boundaries of all area(s) that will contain mature cannabis plants. If plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.~~ The surface area utilized to produce mature plants calculated in square feet and measured using the outside boundaries of any area that includes mature marijuana plants including all of the space within the boundaries. Square footage of canopy space is measured horizontally starting from the outermost point of the furthest mature flowering plant in a designated growing space and continuing around the outside of all mature flowering plants located within the designated growing space.

CANNABIS CONSUMPTION AREA

An area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area and entry is limited to patrons 21 years of age or older.

CANNABIS ESTABLISHMENT

A broad term that includes a cannabis testing laboratory, a cannabis manufacturer, a cannabis producer, a cannabis retailer, a cannabis research laboratory, a vertically integrated cannabis establishment, a

cannabis producer microbusiness, or an integrated cannabis microbusiness.

CANNABIS MANUFACUTURING, LIGHT
A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents.

CANNABIS MANUFACTURING, HEAVY
A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane.

CANNABIS PRODUCER, EXTRA SMALL
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for an extra small cannabis producer may not exceed twenty-five hundred (2,500) square feet at any one time.

CANNABIS PRODUCER, LARGE
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. The cannabis canopy area for a large cannabis producer may exceed twenty-two thousand (22,000) square feet.

CANNABIS PRODUCER, MEDIUM
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for a medium cannabis producer may not exceed twenty-two thousand (22,000) square feet at any one time, or one (1) acre, if growing will occur outdoors.

CANNABIS PRODUCER, SMALL
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for a small cannabis producer may not exceed five thousand (5,000) square feet at any one time.

CANNABIS PRODUCER MICROBUSINESS
A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

CANNABIS PRODUCT
A product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients.

CANNABIS RESEARCH LABORATORY
A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, provided that a cannabis research laboratory that conducts heavy cannabis manufacturing activities shall be classified as “cannabis manufacturing, heavy.”

CANNABIS TESTING LABORATORY

A facility where cannabis products are sampled, collected, and tested, provided that a cannabis testing laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

COMMERCIAL CANNABIS ACTIVITY
Cultivating, producing, possessing, manufacturing, storing, testing, researching, labeling, selling, purchasing for resale, or consigning cannabis products (but excluding personal growing and use, medical cannabis program activities, and cannabis training and education programs).

COMMERCIAL CANNABIS RETAILER
A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

INTEGRATED CANNABIS MICROBUSINESS
A small business conducted by a person that is authorized to act as all or any combination of the following: a cannabis courier, a cannabis producer at a single location (and possessing no more than two hundred (200) total mature cannabis plants at any one time), a cannabis manufacturer at a singled location, or a cannabis retailer at a single location selling only products that they have manufactured.

VERTICALLY INTEGRATED CANNABIS ESTABLISHMENT
A business conducted by a person that is authorized to act as all or any combination of the following: a cannabis courier, a cannabis manufacturer, a cannabis producer or a cannabis retailer.

Cannabis Legalization: Local Revenue Options for the City of Santa Fe

Prepared by Drug Policy Alliance

April 2021

We are the Drug Policy Alliance.

Contents

3 • INTRODUCTION

3 • METHODOLOGY

4 • ANALYSIS

- 4 • Summary of Interview with Staff and Residents
- 5 • Summary of Santa Fe's Municipal Drug Strategy Task Force Recommendations
- 6 • Sample of City Revenue Distribution Post-legalization

9 • LESSONS LEARNED ABOUT LOCAL CANNABIS REVENUE ALLOCATION AND MANAGEMENT

9 • SUMMARY OF PASSED LEGISLATION

14 • PROPOSED ROAD MAP & RECOMMENDATIONS

16 • APPENDICES

- 16 • Appendix A: Santa Fe Poll of Likely City Voters
- 17 • Appendix B: Interviews with City Staff
- 24 • Appendix C: The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Drugs
- 76 • Appendix D: The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management
- 93 • Appendix E: House Bill 2: Cannabis Regulation Act
- 265 • Appendix F: Senate Bill 2: Expungement of Certain Criminal Records

Introduction

The City of Santa Fe's Community Services Division commissioned a report from the Drug Policy Alliance to assess City of Santa Fe key staff and residents' opinions on cannabis legalization and recommendations on how to allocate revenue from local excise taxes given that the State of New Mexico passed a law to tax and regulate cannabis for adult use in 2021. DPA also researched other local jurisdictions' experiences in other states that have legalized including revenue distribution plans and changes in local ordinances. These findings along with a suggested roadmap for next steps are included within.

Methodology

This report provides an analysis of:

- **A poll conducted between January 16-19, 2021 with 397 City voters, with a margin of error of plus or minus 5% at a 95% confidence level (Appendix A)**
- **Interviews with fifteen City staff (Appendix B)**
- **Findings from the City of Santa Fe's Municipal Drug Strategy Task Force, including findings from 231 interview with city residents. (Appendix C)**
- **Experiences of other local jurisdictions in states post-legalization**

The purpose of this analysis is to offer City of Santa Fe leadership a summary of findings to inform their policy decisions.

"Our reliance on GRT means we are just waiting for the next catastrophe. We need to diversify our economy and have the opportunity to lift everyone up. Legalization would be a new sector of the economy."
—Senior Staff

Analysis

Summary of interviews with staff and residents

A poll was conducted by Change Research between January 16-19, 2021 with 397 City voters, with a margin of error of plus or minus 5% at a 95% confidence level. The poll's primary purpose was to explore public opinion about the use of cannabis funds. Like in most surveys, the poll began with general questions about the quality of life in Santa Fe and top issues in the City. The poll ended with demographic and media questions, as is typical of most surveys.

Cannabis legalization by the State of New Mexico is welcomed by City of Santa Fe residents and City staff alike. Legalization is exceedingly popular among City residents and across all four City Council Districts. Two-thirds of the city staff interviewed indicated that the City of Santa Fe should support legalization; eighty-four percent (84%) of regular Santa Fe municipal voters support legalization.

Benefits to the City would be numerous, leading with new revenue for the City. Importantly, legalization could diversify the City's economy to reduce its reliance on gross receipts tax and create new economic growth from retail, manufacturing, supply chain, and tourism. For Santa Fe's residents, and particularly its young people, cannabis legalization creates new and exciting opportunities for entrepreneurs and residents in the new cannabis industry, particularly in disproportionately impacted communities, assisted by institutions of higher learning, which can provide new job training programs as Northern New Mexico College has recently announced for its El Rito campus.

City residents and staff have identified common needs for cannabis revenue. Combining the views of residents from the survey and staff interviews, key needs include:

- Economic Development: Recovery of Santa Fe's economy and bring back jobs that we lost due to the coronavirus (27% of Santa Fe voters support)
- Housing: Making housing in the city more affordable and accessible for everyone (25% of Santa Fe voters support)
- Community Services: Substance use disorder treatment and mental health services; youth programming; alternative public safety response models (41% of Santa Fe voters support)
- General Fund: Providing a portion of new revenue to the General Fund to provide flexibility as needs arise (24% of Santa Fe voters support)*

** Survey respondents were able to choose more than one category*

Quotes from interviews

"Expanding city services, recreation and afterschool programs to be free and readily accessible to every person in the city." – City Staffer

"They should be earmarked for certain programs. Significant for housing needs, particularly wet housing, for prevention of loss of housing/case management (who may have behavioral health needs), rental vouchers—could be general for any populations who have been impacted, earmark some for youth programming—resilience building, educational programs, making this a high-quality place for people to be, a lot of investment in youth programming, would love to bolster quality and accessibility of city youth programs. Alternative public safety response, case managers. Should be about building the strengths of the community dealing with poverty and imbalance in health outcomes. – City Staffer

"Should go into the general fund, which would allow each council to determine what the city's priorities are, especially as industry grows or contracts." – City Staffer

"Could set a policy that says from general fund these dollars go to certain programs, could use for housing and economic development to nurture entrepreneurs who have never been entrepreneurs before, would benefit our communities."

"I think all of those racial equity proposals should be considered. As a person of color, I know that my race and people of color have been singled out....." – City Staffer

"Legalization would provide critical funding for the City. But we have to use the revenue in a way that reflects what the community wants." – City Staffer

Lastly, residents and staff alike appreciated the opportunity that legalization provides to address disproportionate impacts on people of color. From the polling, popular provisions included removing prior convictions for cannabis possession, and allowing those with prior convictions to work in the cannabis industry.

Summary of Santa Fe's Municipal Drug Strategy Task Force Recommendations

In 2017, the City of Santa Fe passed a Resolution (Resolution No. 2017-77) "to establish a Municipal Drug Strategy Task Force to develop approaches to problems related to both drug and alcohol addiction and policy responses to it by collaborating, studying, gathering input from the Santa Fe community and issue experts, and proposing recommendations for a coordinated drug strategy rooted in public health and safety."

The Task Force met for two years and in 2020 presented the findings and recommendations to the City Council and Mayor.

The recommendations, rooted in feedback from 231 interviews of Santa Fe residents and offered in the Task Force's report *The Santa Fe Plan* (Appendix C), align with the opinions of city voters and city leadership staff on both urging the City to support the legalization and directing tax revenue to support community services.

MDS Recommendation: *Advocate at a state level for cannabis legalization as a way to increase the local tax base and direct funds to treatment, harm reduction, prevention and education. Local excise taxes on adult use cannabis should be used for local social services and support.*

Specific MDS funding recommendations include:

- community-based housing advocacy services to assist with passing policy addressing accessibility and protections from displacement.
- short and long-term affordable and subsidized housing programs and support services that prioritize low-income Santa Feans, people experiencing homelessness or who are precariously housed and who are in danger of being homeless, individuals in recovery, treatment and who are currently using, as well as their families.
- research-driven, culturally, linguistically, and age-appropriate community education.
- coordinated and geographically targeted youth engagement and programming with local stakeholders such as school, community organizations, recreational programs, business associations, etc.
- safe needle disposal public education campaign that may include printed materials, PSA's and a page on the City's website on what to do with found needles, locations of disposal sites, referrals to syringe service programs, and other resources.
- community re-entry programs and services (an example could be to help fund a city/county re-integration center) specifically designed for formerly incarcerated individuals and their families.
- naloxone distribution in non-traditional settings such as grocery stores, and other highly visible public places.
- medical detoxification services located within the City and ensure that it is recognized as part of the continuum of care.
- low threshold, harm reduction focused, drug and alcohol treatment on demand, including mobile treatment.
- innovative approaches to emergency response by SFPD and SFFD staff.

Sample of City Revenue Distribution Post-legalization

Seventeen states and the District of Columbia have legalized cannabis and local jurisdictions in those states have made decision in regards to cannabis revenue distribution. Below is a sample of cities in five legal states (OR, CA, CO, MA, and NJ).

City of Portland

"In November 2016, Portland voters approved a ballot measure authorizing the City to collect a 3% local cannabis tax. The ballot measure specified three areas for which the tax revenue could be used:

- Drug and alcohol education and treatment programs
- Public safety investments to reduce impacts of drug and alcohol abuse
- Support for neighborhood small businesses, especially women-owned and minority-owned businesses[1]"

The revenue was used as follows, reflecting three fiscal years, beginning in 2017 and ending in 2020:

Bureau of Transportation	$5,363,239
Police Bureau	$5,286,891
Office of Community and Civic Life (Cannabis Social Equity Grant)	$1,740,000
Prosper Portland (Inclusive Entrepreneurship Program)	$1,097,126
Housing (only FY 2019-2020)	$600,000

Municipalities in the State of California

"The organizations *Youth Forward* and *Getting It Right From the Start* co-produced a report on 28 Californian cities that legalized recreational marijuana sales since 2016. [...]

It found that in three years, 23 of the 28 cities increased their police budgets by at least 10 percent, as of the 2019-2020 fiscal year. Eight cities saw an increase of at least 25 percent.

The report highlights the example of Greenfield, a small but fast-growing city in Monterey County. Before legalization, Greenfield spent $2.3 million on its police department of about 16 full-time employees. Its police budget has since grown 56 percent to $3.6 million, and the department has more than doubled its workforce, to about 34 full-time employees. [...]

San Diego prioritizes its cannabis tax money for "proactively cracking down on illegal operators." Its neighbor, Los Angeles, spends millions each year on "investigating and enforcing laws relative to illegal cannabis businesses."

An equity initiative to support Black and Brown cannabis businesses in San Diego has stalled because the mayor "prefers cannabis tax money to go to the police.[2]"

City of Denver

"Since January 2014, Denver has collected approximately $294.5 million in marijuana tax revenue, according to the Denver Department of Excise and Licenses, which monitors marijuana taxes and license fees, as well as how that revenue is eventually spent by the city."

2017

Education	$3.6M
Enforcement	$2.6M
Regulation	$2.4M
Affordable Housing	$1.5M

1 "FY 2020-21 Recreational Cannabis Sales Tax." Jessica Kinard, Director, City Budget Office. https://www.portlandoregon.gov/cbo/article/754882.

2 "Californian Cannabis Tax Revenues Are Used to Boost Police Budgets." Alexander Lekhtman. July 23, 2020. Filter Magazine. https://filtermag.org/californian-cannabis-tax-revenues-are-used-to-boost-police-budgets/.

2018

Education	$3.7M
Enforcement	$2.8M
Regulation	$2.4M
Affordable Housing	$1.9M
Improvement to City and Facilities	$10.0M

2019

Education	$3.6M
Enforcement	$2.6M
Regulation	$2.6M
Affordable Housing*	$11.2M
Improvement to City and Facilities	$9M
Opioid Intervention	$3.1M
General fund	<$15,000

* *"Affordable housing's funding bump from 2018 to 2019 came from a 2 percent special marijuana sales tax the city approved in 2018."*

[...]

"The Denver City Attorney's Office required more marijuana money from law enforcement funding ($1.36 million) in 2019 than the Denver Police Department ($1.1 million), while the Denver Office of Children's Affairs, which is in charge of running after-school and summer programs, gained almost $1.6 million from educational funding.[3]"

Pittsfield, Massachusetts

"Marijuana revenue is divided among various savings accounts and the general fund, with 50% going to city stabilization funds, 25% going to a public works stabilization fund and 25% going to general municipal operations.[4]"

Jersey City

"Jersey City Council members James Solomon and Rolando Lavarro have said they want tax revenue from recreational marijuana sales to be funneled to the public schools, which are facing an estimated $300 million budget shortfall. It's an idea the mayor said he supports, and Saturday he tweeted that revenue from medicinal sales should go to the city's Affordable Housing Trust Fund.[5]"

Rochester, NY

"Mayor Lovely Warren is exploring the idea of using revenue from the legalization of recreational marijuana in New York to bridge the equity gap for people of color. Warren says the best way to accomplish this is through the 'payment of reparations' by creating a **Universal Basic Income program** or through a home ownership program.[6]"

A best practice allocation has not emerged as local revenue allocations differ by jurisdiction and range from strictly allocating to the general fund, substance use and mental health treatment, education and policing. However, in recent years, as cannabis legalization has been intently rooted in social justice and equity and as local communities have struggled with police violence and brutality, there is movement away from funding local policing and more emphasis on funding social equity programs to ensure diversity in the new cannabis industry as well as reinvesting funding back into communities most harmed by prohibition. Ideas emerging from New York State to fund universal basic income for people of color and budgeting through a race and social equity lens as Denver is committed to are good examples and should serve as models for the City of Santa Fe to examine.

3 "Here's How Denver Spends Marijuana Revenue." Thomas Mitchell. July 24, 2020. Westword. https://www.westword.com/marijuana/heres-how-denver-spends-marijuana-tax-revenue-11753802

4 "Two years in, pot biz adding up for municipalities." Meg McIntyre. December 7, 2020. The Daily Hampshire Gazette. https://www.gazettenet.com/municipalities-and-pot-37656819.

5 "With dispensaries in the pipeline, Jersey City eyes 2% tax on medical marijuana sales." Teri West. January 10, 2021. The Jersey Journal. https://www.nj.com/hudson/2021/01/with-dispensaries-in-the-pipeline-jersey-city-eyes-2-tax-on-medical-marijuana-sales.html

6 "Mayor proposes using NY cannabis revenue for reparations." Tanner Jubenville. March 25th, 2021. WHAM. https://13wham.com/news/local/mayor-proposes-using-pot-revenue-for-reparations

MARIJUANA EQUITY AND SOCIAL JUSTICE EQUITY THROUGH MARIJUANA TAX REVENUE

From the 2020 report: "The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management." (Appendix D)

"All our work in Denver is done through a race and social justice lens, and the budgeting of cannabis tax dollars is no different. The Office of Marijuana Policy has made it a priority to ensure the equitable distribution of marijuana revenue, and from 2014 to 2019 we were able to:

- *Dedicate a portion of marijuana taxes that helped Denver double the affordable housing fund from $15 million to $30 million to build more than 6,000 units, which supports housing for many people including those who have been economically disadvantaged due to the failed war on drugs.*
- *$9.3 million of the funds dedicated to affordable housing in 2019 are from Denver's special recreational marijuana tax.*
- *The City has dedicated more than $10 million from Denver's special sales tax on recreational marijuana to fund free after-school and summer programs for youth, with a focus on underserved communities. This education funding also includes support for diversion programs, with a focus on high-need areas in Denver.*
- *Marijuana tax dollars are helping to upgrade parks and recreation centers in Denver, including the opening of Denver's first truly urban style recreation center called the Carla Madison Recreation Center in 2018. Funding for this recreation center included $3.2 million from marijuana tax proceeds.*

Other than committing marijuana tax dollars, through our multipronged approach to cannabis equity, we intend to:

- *Decrease barriers to entry in the industry by exploring financial, technical, and business support.*
- *Create a workforce development tool for those interested in beginning a career in the marijuana industry that would allow for training and professional development.*
- *Promote criminal justice restitution through our Turn Over a New Leaf program.[7]"*

7 "The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management." City of Denver. 2020. https://www.denvergov.org/files/assets/public/marijuana-info/documents/oel_marijuanareport_2020_c2.pdf

Lessons Learned About Local Cannabis Revenue Allocation and Management

- **Transparency & Reporting Matters – Local jurisdictions should track where the revenue is going and publicly report use of cannabis tax revenues.**

- **Involve community members, cannabis businesses, and others affected by past city cannabis policies in the overall budget decisions.**

"Four years after the legalization of the adult-use market, City Council continues to vote on the Recreational Cannabis Tax Fund allocations as part of the overall city budget, with insufficient community and stakeholder involvement in program and policy development and decision-making.[8]"

- **Make all cannabis-related policy recommendations through a total equity-building lens.**

- **Consider broad scope of economic benefits.**

- **Consider how cannabis fits into the municipality's overall economic vision.**

- **Be cautious with revenue estimates.**

Summary of Passed Legislation: House Bill 2 & Senate Bill 2

TIMELINE

- Act becomes effective 90-days after the Governor signs the bill
- Home cultivation and possession becomes legal on the effective date of the Act
- Production begins Fall '21
- Retail sales to the general public begins no later than April 1, 2022

WHAT IS THE AGE & LEGAL AMOUNT TO POSSESS?

- A person must be 21 years or older to possess, grow, and cultivate cannabis for recreational use.
- Adults 21 & older may purchase up to 2 ounces of cannabis flower, and up to 16 grams of extracts and 800 milligrams of edibles.
- Allows for the growing not more than six mature cannabis plants per person (maximum of 12 per household) and six immature plants per household for adult use cannabis and cannabis products at home. Personal production continues to be allowed for medical cannabis patients.

STATE & LOCAL CONTROL

- Establishes a new division called the Cannabis Control Division within the State Department of Regulation & Licensing.
- Local jurisdictions have some control as well. Jurisdictions may:
  - Enact reasonable zoning, land use & business licensing requirements
  - Prohibit supervised consumption areas
- Local jurisdictions may not:
  - Prohibit local licensed sales, manufacturing, or cultivation of cannabis or cannabis items
  - Prohibit consumption of cannabis in a private residence
  - Prohibit the transport & delivery of cannabis items within their jurisdiction
  - Prohibit personal home grow of cannabis

8 https://www.portlandoregon.gov/civic/article/780184

TAX STRUCTURE

- Gross Receipts Tax and local taxes apply to the value of the adult use purchase.
- An additional 12% excise tax is applied to the sale of the product with 33.33% of the net receipts attributable to the cannabis tax from cannabis retailers within the local jurisdiction.
- Medical cannabis is exempt from GRT and excise tax.

REVENUE DISTRIBUTION

- 100% excise tax goes to the General Fund.

ECONOMIC IMPACT

- A New Mexico economist (Kelly O'Donnell) projects that sales of recreational cannabis could be as much as $318 million in the first year alone, creating over 11,000 new jobs. ** O'Donnell, K. (2019)*

LICENSING STRUCTURE

License/Permit	Fees
Cannabis Consumption Areas	Up to $2,500/year
Cannabis Couriers	$1,500/year; $1,000/year for each additional licensed premises
Cannabis Manufacturers	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Producers	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Producer Microbusinesses	$1,000/year
Cannabis Research Laboratories	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Retailers	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Servers	$35 max. for a 3-year permit
Cannabis Testing Laboratories	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Training and Education Programs	Will be permitted
Integrated Cannabis Microbusinesses	$2,500/year; $500/year for each additional licensed premises
Vertically Integrated Cannabis Establishment	$7,500/year; $1,000/year for each licensed premises; Not to exceed $125,000

** An additional annual fee no greater than $50.00/cannabis plant will be assessed to any licensee cultivating cannabis plants, except for cannabis producer microbusinesses and integrated cannabis microbusinesses*

PROTECTING OUR YOUTH AND PUBLIC SAFETY & HEALTH

- A Public Health Advisory Board is created to monitor cannabis use patterns and emerging data relevant to the health effects associated with legalizing cannabis. Annual reporting from Dept. of Health is required and must include information about youth access to cannabis; road safety and driving while impaired; workplace safety; percentage of emergency room visits and outcomes involving cannabis use; educational needs for youth and adults; consumer and product safety; and the percentage of poison control center calls involving cannabis use.
- Advertising and marketing is prohibited on TV, radio, on public transit except to adult subscribers of subscription-based radio, television, or other broadcast media and adults who have solicited the advertising and marketing.
- Advertising shall not be false, deceptive or misleading including making health benefit claims not supported by the published results of research recognized by the FDA.
- Banning advertising that uses predatory marketing and practices targeting minors.
- Advertising shall not use cartoon characters or be designed to mimic any other product brand or depict consumption by children or other persons who appear to be younger than 21 years of age.
- All items must be labeled & placed in re-sealable, child resistant packaging that shall not be designed to be appealing to children. A logo distinctive in design, color, size and location must be placed on the packaging notifying that the package contains cannabis. Packaging shall also include a warning of possible adverse effects of consumption and the NM poison and drug information center phone number.
- Cannabis retailers or integrated cannabis microbusinesses shall be located at a minimum distance as determined by the local jurisdiction, but which distance shall not be any more than 300 feet or more from a school, church or daycare center that was in existence at the time the retailer or microbusiness was licensed.

- It is UNLAWFUL to: drive while under the influence of cannabis; smoke, vape or ingest cannabis in a public place (unless when permitted in an establishment under the Act); or, possess, smoke, or ingest cannabis or products on school property (exceptions for medical cannabis patients and caregivers).
- Licensees that knowingly sells cannabis products to a person younger than 21 years of age on two separate occasions within a 12-month period shall have their license suspended or revoked and may be fined in an amount up to $10,000.

PROTECTING THE MEDICAL CANNABIS PATIENT & PROGRAM

- Keeps the medical cannabis patient registry at the Department of Health.
- Exempts medical cannabis sales from the gross receipts tax (GRT), making it like other medications. Ensures that medical cannabis will not be subject to the excise tax charged on adult use cannabis.
- Requires all retailers that sell cannabis for adult use to also sell medical cannabis.
- Requires the Division to take reasonable measures to ensure there is enough cannabis supply in the medical program.

PROTECTING THE ENVIRONMENT

- The regulatory agency must work with the Department of Agriculture, the Department of Environment and the State Engineer to establish rules governing pesticide use, environmental impacts, natural resource protections, water quality, water supply, hazardous material, and wastewater discharge.
- Requires licensees to:
    - Submit a plan to utilize energy and water reduction opportunities, including: drip irrigation and water collection; natural lighting and energy efficiency measures; and renewable energy generation.
    - Demonstrate the legal right to a commercial water supply, water rights or another source of water sufficient to meet the water needs related to the license.

SUPPORTING NEW MEXICO BUSINESSES AND WORKERS

- Creates a licensed cannabis training and education program and mandatory education for any person who is hired to serve cannabis or cannabis products.
- Allowing for “microbusiness” licenses that will help small family farms and entrepreneurs enter the market with lower capital costs.

REPAIRING THE HARMS OF PROHIBITION

- Automatically expunges public records, two years after the arrest or conviction, held by a court or state or local jurisdiction relating to offenses involving cannabis that are no longer a crime on the effective date of the Cannabis Regulation Act, or would have resulted in a lesser offense.
- Requires correctional facilities and jails in which persons are currently incarcerated or who have been incarcerated in the past for offenses that are no longer a crime under the CRA, or would have resulted in a lesser offense, to notify the court that those persons’ cases may be reopened to consider dismissal of their sentences or to have their cases expunged.
- Amends the Criminal Offender Employment Act to include in the list of criminal records that may not be used or disseminated in connection with applications for public employment or licenses convictions that have been sealed, dismissed, expunged or pardoned; juvenile adjudications; and convictions for a crime that is not job-related for the position sought and consistent with business necessity
- Removes misdemeanor convictions involving moral turpitude from the permissible causes for denying, revoking or suspending public employment or a license to engage in a trade, business or profession and removes an agency’s authority to deny public employment or a professional license for convictions that do not relate to a particular employment position if the agency determines the convicted person is not sufficiently rehabilitated to warrant the public trust.

- Prohibits a professional licensing board from excluding from licensure an otherwise qualified person solely because the person had been arrested for or convicted of a crime, unless the person has a "disqualifying criminal conviction."
- Allows individuals with prior cannabis convictions to work in the new cannabis industry and to apply and receive a license.
- Authorizes the Executive to enter into intergovernmental agreements with Indian Nations, Tribes, Pueblos regarding the implementation and compliance in connection with legalization.
- Creates two microbusiness licenses that would create an opportunity for small businesses to enter the marketplace and allow the producer micro to start at the same time as existing medical cannabis licensees; requires licensing fees to be scaled on the size of the business
- Requires procedures that promote and encourage full participation in the cannabis industry by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy, rural communities likely to be impacted by cannabis production and agricultural producers from economically disadvantaged communities;
- Requires procedures that promote and encourage racial, ethnic, gender and geographic diversity and New Mexico residency among license applicants, licensees and cannabis industry employees;
- Requires a certification to identify products for consumers from licensees that are integrated cannabis microbusinesses or cannabis producer microbusinesses or owned by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy and underserved communities that include tribal, acequia, land grant-merced and other rural historic communities;
- Requires the development of a technical assistance/resource guide for rural New Mexico residents who are seeking to establish a cannabis business.
- Requires the Division to collect and publish annually on the division's website, and present to the appropriate interim committee of the legislature, a report describing demographic data on license applicants, controlling persons and employees of cannabis establishments, including race, ethnicity, gender, age, residential status and whether the applicants, persons, employees or the location where the cannabis products are produced are located in an underserved rural community, including tribal, acequia, land grant-merced or other rural historic communities.
- Decriminalizes and eliminates all fines and fees for minors who violate the Act.
- Allows for personal grow.
- Creates a standalone cannabis consumption area license type
- Removes license requirement for medical personal grow
- Creates protections for the use of cannabis:
    - Prohibiting police from stopping and searching an individual or vehicle based on the smell of cannabis alone.
    - No denial of public benefits or health care based on cannabis use or a positive cannabis drug test.
    - Prohibiting prior cannabis convictions to bar anyone from licensure or employment of any kind.
    - Child welfare: A person shall not be denied parental rights or custody of or visitation with a minor child by the state or local government based solely on conduct that is lawful pursuant to the Cannabis Regulation Act.
    - A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing.

PENALTIES

	HB-2
Licensees – Sanctions – Civil Penalty	The division may: suspend or revoke a license; impose intermediate sanctions; impose a directed plan of correction; assess $10,000/per violation of the CRA; or suspend or revoke the license.
Protection of Underage Persons – Providing Products to Minors - Penalties	It is a violation to sell, serve, give, buy, deliver to a person under 21, or assist a person under twenty-one to buy, procure or be served cannabis products. Division shall suspend or revoke the license and may fine the licensee in an amount not to exceed $10,000, or both. A person can be charged with "delinquency of a minor "- 4th degree felony.
Cannabis Industry Mandatory Education—Applications—Permit Required—Education Program Approval Required—Issuance or Denial of a Permit or Approval—Penalties	For sales, service, or dispensing a cannabis product to a person under 21, the division may suspend a permit for 30 days on first offense, for 1 year on second offense, or permanently on third offense.
Limits on Personal Use – Penalties	Smoking in public = Civil penalty of $50
Personal Production –Cannabis	21+ • > 6 plants and up to 12 mature or immature plants = penalty assessment & fine of $50 • >12 mature or immature plants = 4th degree felony 18+ but less than 21: • Up to 6 mature cannabis plants = penalty assessment & fine of $50 • >6 mature or immature plants and up to 12 mature/immature = misdemeanor • >12 mature/immature = 4th degree felony Under 18: • Any amount = attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or four hours of community service
Unlicensed Sales - Penalties	Under 18: • Attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or (2) four hours of community service 18+: misdemeanor • Unlicensed sales from a building, room or other area open to the public: 4th degree felony
Restricted Areas – Penalties	Shall not possess or distribute in schools or daycare except per the Lynn and Erin Compassionate Use Act.
Unlawful Possession	Under 21: • Attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or four hours of community service 21+: • More than 2 and up to 8 ounces of flower or more than 16 grams of extract, and more than 800 mg of edible cannabis = misdemeanor • More than 8 ounces flower= 4th degree felony
Unlicensed Manufacture of Extracts	4th degree felony

Proposed Road Map & Recommendations

There are many decision points, considerations, and updates the City needs to address. Below is a sample table with a few of the significant decision points.

Relevant Policy for City	Decision Points	Timeline	City Department
Local Control	Update relevant City policies (e.g. land use, zoning, fire codes, and related regulations), such as places where cannabis licensees should not be located (e.g. next to an elementary school). These updates should keep in mind equity considerations for Santa Fe residents and neighborhoods 1) adopt reasonable time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses 2) Decide if the City of Santa Fe will allow supervised consumption areas	August 1, 2021 (Production licenses can start no later than Sept. 1, 2021. All other licensed activity will be licensed no later than Jan. 1, 2022)	Land Use Economic Development Community Health and Safety (SFFD) City Council (#2)
Policing	Update City ordinances and police policies. • See penalty table in above section. • Police are now prohibited from stopping and searching an individual or vehicle based on the smell of cannabis alone. • Home grow is allowed; up to 6 mature/6 immature plants. If more than one adult in the household no more than 12 mature/12 immature. • Recommended ordinances needing updating: 1) 20-6 -1: Marijuana and Marijuana Paraphernalia Possession 2) 16-15.2: Possession, delivery or manufacture of drug paraphernalia prohibited; exceptions.	By July 1, 2021 (home grow and possession will be legal July 12, 2021)	Community Health and Safety
Municipal Cannabis Tax	Develop a plan for local expenditures and revenues. Sample revenue plan based on data collected and analyzed for this report: • 40% to Community Services: Substance use disorder treatment and mental health services; youth programming; alternative public safety response models (see recommendations in MDS section above). • 40% to Community Development: Making housing in the city more affordable and accessible for everyone; Recovery of Santa Fe's economy and bring back jobs that we lost due to the coronavirus including providing support/assistance for small business owners/equity applicants to get licensed in the new cannabis industry. • 20% to General Fund: Providing a portion of new revenue to the General Fund to provide flexibility as needs arise.	By January 1, 2022 (sales will start no later than April 1, 2022 – Regulation and Licensing Dept. can move that date up if they are ready).	Finance City Council
Employer/ Employee Protections	Evaluate whether City Employee policies need to be updated. See section 34 of the Act. Inform employees and are informed of workplace rights relating to cannabis use. Recommendation: Consider aligning city employee off-hours cannabis use with the existing off-hours alcohol use policies	July 1, 2021	Human Resources

Cannabis User Protections	Review city ordinances/policies/procedures to ensure: • No denial of public benefits or health care based on cannabis use or a positive cannabis drug test. • Prior cannabis convictions cannot bar anyone from licensure or employment of any kind. • Child welfare: conduct allowed under the new law shall not in itself constitute grounds for intervention, removal or placement into state custody of a child; provision of state prevention, diversion or intervention services to the individual's family pursuant to the Family Services Act; denial of custody or visitation; and, presumption of neglect of child endangerment. • A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing. • Removes misdemeanor convictions involving moral turpitude from the permissible causes for denying, revoking or suspending public employment or a license to engage in a trade, business or profession and removes an agency's authority to deny public employment or a professional license for convictions that do not relate to a particular employment position if the agency determines the convicted person is not sufficiently rehabilitated to warrant the public trust. • Amends the Criminal Offender Employment Act to include in the list of criminal records that may not be used or disseminated in connection with applications for public employment or licenses convictions that have been sealed, dismissed, expunged or pardoned; juvenile adjudications; and convictions for a crime that is not job-related for the position sought and consistent with business necessity		Human Resources
Automatic Expungement and Consideration for Release	Automatically expunges public records, two years after the arrest or conviction, held by a court or state or local jurisdiction relating to offenses involving cannabis that are no longer a crime on the effective date of the Cannabis Regulation Act, or would have resulted in a lesser offense.	On or before January 1, 2022, the department of public safety shall review the public records in the state criminal history databases and shall identify all past convictions that are potentially eligible for dismissal and expungement or redesignation pursuant to the Cannabis Regulation Act. The prosecutor of the case shall have until July 1, 2022 to review all cases and determine whether to challenge the dismissal and expungement or redesignation.	City Prosecutor/ Municipal Court/ City Public Defender

Appendices

Appendix A: Survey Findings

City of Santa Fe residents are firmly satisfied with their quality of life, have clearly defined community needs, and are strong supporters of cannabis legalization with revenues reinvested back into the community. Key findings include:

How satisfied are you with the quality of life in Santa Fe?
74% satisfied
25% unsatisfied

What do you believe should be the top priorities for the Santa Fe city government? Please choose two.
55% Recovery of Santa Fe's economy and bring back jobs that we lost due to the coronavirus
47% Making housing in the city more affordable for everyone
34% Managing the distribution of the coronavirus vaccine
32% Reducing crime and keeping our communities safe
25% Managing the city and its budget effectively
20% Expanding access to substance abuse treatment and mental health services
13% Addressing racial discrimination
11% Dealing with issues related to the destruction of the Obelisk

Do you support or oppose a proposal to legalize, tax, and regulate cannabis, also known as marijuana, sales to adults 21 and over, with provisions in place to ensure the tax revenue is reinvested back into communities?
Citywide: 84% support, 14% oppose
District 1: 86% support, 10% oppose
District 2: 90% support, 9% oppose
District 3: 69% support, 24% oppose
District 4: 81% support, 18% oppose

If cannabis is legalized, what should be the priority for where the revenue generated from it goes? Please choose two.
41% Community services
38% Substance abuse treatment
28% Behavioral health
27% Economic development
25% Housing
24% General Fund

Appendix B: City Staff Interview Findings - Summary

The City would receive numerous benefits from cannabis legalization, including:
- Revenue (15 of 15 respondents)
- Economic diversity (4 of 15 respondents)
- Economic growth from retail, manufacturing, supply chain, and tourism (5 of 15 respondents)
- Entrepreneurial and job opportunities (3 of 15 respondents)
- Job training opportunities for institutions of higher learning in Santa Fe (4 of 15 respondents)

An important opportunity is removing prior convictions for cannabis possession for thousands of Santa Fe residents, and allowing those with prior convictions to work in the cannabis industry (13 of 14 respondents).

New revenue from cannabis legalization is sorely needed. There are numerous programs that could benefit, including:
- Substance use disorder treatment and other behavioral health services (6 respondents)
- Affordable housing (7 respondents)
- Youth and senior programs (2 respondents)
- Creative public safety solutions, such as increased case management and harm reduction services (4 respondents)
- Providing a portion of new revenue to the General Fund to provide flexibility as needs arise (9 respondents)

If cannabis is legalized, the City would need advance time to plan for implementation, including the following considerations:
- Develop a plan for expenditures and revenues
- Have a structure in place for tax collection
- An update to relevant City policies, such as places where dispensaries should not be located (e.g. next to an elementary school)
- Updating land use, zoning, fire codes, and related regulations and laws

Appendix B: DPA / City of Santa Fe Interviews

Wearing your hat as just a resident, what are the 1-2 best things about Santa Fe right now?
- People. Array of people and concentration of interesting people. Committed people, who care about things. Peaceful place.
- Access to outdoors. Typically I would say has advantages of a big city in a small town. In this climate, combination of being a capital city with arts and culture.
- Outdoors is still open and free;
- Community collaboration, people who are willing to work with each other at different organizations; creativity,

located in an interesting geographic nexus
- Culture and diversity.
- The diversity, in the broadest sense. Is a very worldly city. Lots of perspectives.
- Culture. Art. Very international city. People talk to each other.
- I'm even more appreciative of the quality of life, outdoors, and weather. On a professional level, we've opened doors we never would have opened before. Even though we're a bureaucracy, we have shown that we can be responsive.
- Access to walking and hiking trails, having small community feeling
- All in this together. Community feel.
- Resilience and cohesiveness in the face of COVID. Our residents' behavior displays respect for science. Community comes together. Mask ordinance. Raising money for folks in need.
- Natural assets. Proximity to the mountains. Clear skies. Landscapes. Scale of the city. Cultural amenities, amenities in general for town of this size.
- Recreation and afterschool programs are some of the most affordable, reputation for how good those programs are—pre-covid. Libraries and senior centers, community serving programs.
- The city seems to be focusing on trying to address those in the greatest need, w/r/t COVID and services. It's a beautiful place. Not a ton of people.

Again, speaking as just a citizen, what are the 1-2 biggest challenges facing Santa Fe right now?
- Inequity. Very wealthy people, and very poor people. Not a lot of communication between the two, not a lot of understanding by people with wealth of other communities. Distribution of resources, and gathering of revenue. Concerned about opiate overdose and suicide, esp for young people.
- Increased living costs. And tourism impact. Businesses benefited from tourism impact they are facing.
- Level of fear that we are having a tough time (economic, health); young people are not seeing a future
- Economy, people are suffering because of it
- Lack of professional health. Lack of behavior health.
- The pandemic and the response to the pandemic. Testing, access to testing, vax rollout. Economic recovery.
- Education is a big issue. Growing chasm between haves and have nots. Demarcation. People with second homes, elite community, problems associated with that.
- Basic needs aren't being met, will only accelerate. Food, support services, housing, even people who are fully employed. There is an inequity, lots of people who don't have access to outdoor resources. Too small of a place to have that be one of our problems. We should all have access.
- Tourism industry, lack of housing
- How to support tourism industry, all of the ways we infuse our economy
- Economic challenges.
- Complexity of life—speed and rate of change, how dynamic things are, ability to keep pace with tech. Deep divisions, reconciling seemingly irreconcilable worldviews. Balancing growth with available water. Social issues, mental health, homeless issues, poverty and systems that interface with those problems.
- Housing. Homelessness. Substance abuse—opiate epidemic. A lack of treatment options and behavioral health options. I was raising my teenage niece and finding low cost behavioral health options was really difficult.
- Addressing vaccination. A lot of things because of COVID that have been neglected—roads, parks, facilities. How are we going to get things going again? Economic situation is a problem. Huge increase in cost of housing. Help Santa Fe keep its identity.

What should the City's position be on legalization of cannabis? What benefits does the City receive if the state were to legalize?
- City should be in favor. Revenue, and boost to local businesses who might engage. Decriminalization, fully, and ultimately less harmful than alcohol. Destigmatization.
- Should be supportive. Would hope that we are going to get some revenue, and that those could be put to good use. Being excluded from statewide would be a detriment because of tourism. Being against would be

inconsistent with residents' political views. Area that we've carved out that's over regulated compared to risks.

- City leadership welcomes the legislation and opportunity, looking for any ideas for innovation, and have seen this all blossom around us, instead of being 40th, we can be 20th. If it passes, let's jump on it!
- Benefits — funding, if we're able to tax, we'll be able to build out city; we have to be very community focused in terms of policies. Are we going to have investors from CO? Not locals? Benefits — schools, infrastructure. Has to be done in a way that we understand what the community feels, to make sure that we do it in a way that reflects.
- Kind of on the fence. I think it should be legalized, could generate revenue. Revenue would benefit community, to create professional services. Participated in training, used CO as model, for every dollar earned, $7 in expenditures.
- If the policymakers decide to legalize cannabis, from financial perspective, there would be an increase in expenditures in associated regulatory, oversight and monitoring, to impacts of having new industry. Could be everything from education to general public, to school aged children, dealing with health impacts that arise from legalization. Would need additional revenue source to utilize to put toward funding expenditures. Timeline—need to be able to plan for expenditures and revenues, timing before retail begins. Structure in place for tax collection, will there be new technology, city policies that need to be updated, from initiation all the way through the impacts on the community and users and anyone else impacted, updating land use, fire codes if indoors, ultimate taxation and retail piece. Transportation of what is currently a cash industry. How cash is transported safely from retail spot to banks. Benefits - with the creation/expansion of any new industry, the benefit is expanded economic growth, which means an increase in GRT generated by local businesses, will be a supply chain associated as well. Expanded economic base, whether directly or indirectly from supply chain.
- There will be costs associated. Will need enough of revenue source to cover expenditures.
- I don't know if the city should take a position. City is very excited about more GRT, or additional revenue funds. Personally think it's a good idea. Benefits—more funds. There would be spin off benefits—more retail businesses, get manufacturing, tourism.
- I think the city should participate in it. Funding should be used for diversion programs for all substance use disorders.
- Leave determination of position up to the city. Monetary support, ensuring benefits come directly back to the city.
- Benefits— we would focus on the financial benefits, but historically we have had a misuse of resources for law enforcement and people's lives disrupted because of low level infractions and underground economy and all of that could be cleaned up by recognizing that cannabis is not everything it's been accused of. If handled by adults, it's not all that different from alcohol. Social benefits, law enforcement benefits, and there are economic benefits, if we were to legalize, regulate and tax, we would see an entrepreneurial economy, craft cannabis producers and markets, we wouldn't get overwhelmed by national brands, growth of a variety of parts of the economy. People have wine cellars, fancy corkscrews. The longer we wait, the more likely we are to miss out on our own NM industry. I don't think it will be a financial panacea, but SF is struggling with revenue, because we mostly rely on GRT and a small amount of property tax. It would add another leg to the financial stool.
- I think we should be in support of legalization because it brings a new revenue source. Our reliance on GRT means we are just waiting for the next catastrophe. Diversify. Has the opportunity to lift everyone up. Create a new sector of the economy.
- I think that all drugs should be legalized, don't condone drug use, because criminal behavior that results from drug use is criminal but use itself is not criminal. Drugs are self-medication for real significant issues. Drugs are imposed on top of that. City should support legalization. — Exporting local dollars to CO right now, wonder but don't know but would assume that legalizing rec cannabis cuts into the market share of illegal drug trade, so brings some of that revenue above board. Revenue and reduction of criminality. Reducing black market. Diversifying revenue streams. Messaging of — substances regardless of what they are, adults have a choice to use or not to use. Root issues need to be addressed.

- Definitely think it should be legalized. Biggest benefit would be revenue. Funding could benefit community, direct service programming, recreation for youth, would be able to give folks opportunity to get into high quality treatment programs, bring programs into Santa Fe (city or county). First step to reducing stigma around different substances in the community.
- I feel like the city needs to support it, but cautiously, because we don't know who will oversee it. How will it be rolled out? These things are important to know. Like state run liquor stores in Utah. Who gets the taxes? Benefits depend on how it is structured. How does the city gain the most revenue possible from this? Can the city ask for more tax? Will buying in Espanola be cheaper? Economic benefit but not so dictatorial. Revenues but what are they? Need to be able to keep things going.

If the state were to legalize recreational cannabis use, how would you feel about adding policies like removing prior convictions for marijuana possession, allowing people who had a past cannabis conviction to work in the new industry or prohibiting the use of prior marijuana convictions to bar people from employment or benefits?

- Yes, yes, yes—as long as they aren't driving under the influence.
- Fine with all of those.
- I think all of those should be considered. Big issue around cannabis, as a person of color, I know that my race and people of color have been singled out as it relates to three strikes laws, urban centers and cities, and underground business has become legitimized
- we want to foment as much entrepreneurship as possible, lift barrier for people of color in cannabis industry
- I would be in favor of removing convictions, would open opportunities. Where I'm unsure is that we get random drug testing, would that still be restriction? Have terminated people in the past. How would public receive a responder if we were allowing recreational use?
- from professional perspective, don't have
- In support of these. Ensuring that business support programs are equitable. Community colleges should support programs. Biz incubators.
- employment, is okay with, doesn't want people to be barred. Yes to removing prior convictions, angle of employment, difference between misdemeanor and felony,
- I think people have been wrongly convicted of cannabis infractions, I'm not sure about it relates to hiring. Prior convictions should probably be removed.
- Yes, no, yes. Have to regulate somehow. Previous convictions should not prohibit benefits and employment.
- Should reach into the past, even if it was illegal then. Wiping out previous conviction for dealing is different than for possession.
- Yes on all of them.
- Agrees, except on things like distribution.

If Santa Fe were to receive recurring revenue from legalization, should those funds go into the City's general fund or to a specific program? Which one? Why? [If it doesn't come up, ask] What about affordable housing? Substance abuse and treatment programs? Economic development?

- They should be earmarked for certain programs. Significant for housing needs, particularly wet housing, for prevention of loss of housing/case management (who may have behavioral health needs), rental vouchers—could be general for any populations who have been impacted, earmark some for youth programming—resilience building, educational programs, making this a high-quality place for people to be, a lot of investment in youth programming, would love to bolster quality and accessibility of city youth programs. Alternative public safety response, case managers. Should be about building the strengths of the community dealing with poverty and imbalance in health outcomes.
- Would be good to dedicate to specific for some period of time, and then reassessed. Drug treatment programs, social mobility programs. If it went to general fund, we could allocate to housing. Don't want to tie hands.
- Ask community.
- Tough to answer. Could set a policy that says from general fund these dollars go to certain programs, could

use for housing and economic development to nurture entrepreneurs who have never been entrepreneurs before, would benefit our communities.

- I would agree with substance treatment, but should fund public safety. Public safety depends on general fund. Should go to public safety.
- Should go into the general fund, which would allow each council to determine what the city's priorities are, especially as industry grows or contracts
- general fund for flexibility
- It's tempting to use it all in general fund, but probably not best policy. Setting up determination of where funds should go should not happen at the onset, because we need to see where needs are. Would want rules to be as flexible as possible. Tempting to use funds that feel like new money to invest in capital projects, because you want to be able to point to something that is complete. Big mishmash. One of the advantages is that we have such a highly developed and capable networks of non-profits in the area of community development. Fund them to provide programs. When housing non-profits use money, know that it's going to be community benefits.
- Treatment and not just directly into general, but some should go to law enforcement for training and gear and equipment
- To me it makes sense that it should go into general fund and city could allocate as need—that being said, the general fund can swallow things up, but funds allocated mental health, social services, libraries, education. In CO saw skyrocketing social services, homelessness, because people were moving hoping to work in the industry. Could put pressure on resources, should be supported. Libraries!
- I do believe that given what we know about the problem of drug and behavioral health issues, I think there should be some funds set aside for treatment and prevention. Not done by city, but more programs to help people. Options In northern NM are very limited. State or regional, specific and concentrated effort to provide prevention and treatment. Re city: I think we're looking for sources of funding for affordable housing trust fund. Would be very worthwhile revenue stream into trust fund. Was proposal to move GRT to affordable housing, but not new money and not dependable. Much more thoughtful and creative to get new revenue stream that will likely grow over time and not fluctuate. Stream that would be productive. The rest should go into general fund. When you're a one trick pony, all it takes is one event to hurt economy.
- It should be split, part to general and part to housing, bc general fund is so reliant on GRT and so volatile. Things come and go. Planning 1 and 5 years. We were just coming out of 08 recession and 2021 was supposed to be banner year. What does five years from now look like?
- Would like to expand into public safety in case mgt and harm reduction services, reduce system costs. Nexus on mental health and substance use. Public health efforts—systems on the public safety side have been scaled in a way that is clunky, outdated. Though would love for it to be spread out, would prefer to be used to create systems within two departments that have strong labor unions, resistant to change, to be used to explore new models. Alternate models of public safety—defined broadly (not just cops and firemen!).
- Some suggestions: expanding city services, recreation and afterschool programs to be free and readily accessible to every person in the city. Not just city programs—similar to Iceland, whether it's jujitsu or painting, want city to be able to pay for that. Diverse substance abuse programs—could mean anything as radical as models in Seattle and Vancouver—safe injection sites, etc. Not just treatment, not just one size fits all—staff were really focusing on that. Same thing with housing—should be as diverse as people themselves. Economic development—believe it is important to grow our community, to open up opportunities, especially in mixed status (immigration) households. To grow educationally in our communities, undocumented folks to get business licenses.
- Would be good to build up a rainy day fund but not in place of services. Money should go into the general fund. Or a 60/40 thing, splitting it. Everybody is using it, so should be a benefit of it for everyone. Yes to treatment. Because of the aging piece, older adults have a responsibility to take care of themselves, costs less, but funds are more toward higher need programs, not prevention—paradigm shift toward getting people up and moving and doing things.

Are there 1-2 policies related to cannabis legalization you'd want to put in place for Santa Fe if legalization occurs at a state level?

- I don't know. Generally non-punitive policies.
- Zoning, land use. Event permitting?
- Should set up term that can be no more than 30% investment from out of state, or 10 yr moratorium on outside franchises
- People who have resided in Santa Fe who can reap benefits — center on local residents.
- taxation policies, to be able to match add'l expenditure, oversight in addition to regulation, whether state or local governments' ordinances, ultimate policy goal is to keep citizens safe, how we set speeding level is safety for each street and each community, which would be increase in budget as well, need time to be able to set out that framework, from start to finish (production to consumption)
- Have pretty strong regulatory framework, we as a state have problem with DUIs
- Land use code would be easily adaptable to create restrictions around physical location. Concern about home based business, around equity issue. The use of the funds needs to be connected to demonstrated need. Have to start from perspective of, what is the hierarchy of community? Need to be strategic. Universal based income—go directly to community.
- all about treatment all the way around for all narcotics, LEAD primarily just for opiates, could include people addicted meth, alcohol
- Reiterating funding needs to be available to help with mental health, social services, more funding for treatment, and early childhood education.
- Already looking at things that we've identified, number of factors. Zoning and signage issues—we do this now with checking out alcohol licenses, whats the concentration, location, places you don't want dispensaries, signage that needs to be handled in community focused way, Will need to have a national approach, testing for people who are driving while impaired or operating machinery. CO firm experimenting with something like breathalizer. How we would proactive some form of enforcement. Other thing we should be conscious of is that this is legalization of cannabis for ADULTS. Issues we've seen around packaging and marketing and accessibility to younger people. Medical evidence about brain formation. I don't think anyone thinks that's okay.
- Yes. Maybe it's housing piece. Partnership with education. If there is a way to build over the next five years a fund of joint excellence, would be amazing. How do we tie in arts community, need for reconciliation? Creating pipeline for local youth. Regulation at a state level. Tie it in with mental health services and wraparound care.
- Expungement of criminal records. Have heard of other states that try to create job opportunities for people most impacted by war on drugs. If alcohol were illegal and they were making it legal, would hope that they would—strong component should be education on effects of different substances. Something that allows people to make an informed decision. PSAs suggesting moderation, detrimental and positive effects. Particularly targeted at younger population. Healthy lifestyle, promoting health.
- Expunging records for folks, including folks who are terminated at the city for cannabis use.
- Feds aren't going along with it yet, and we have people that are drivers and have to have a CDL and are randomly tested. Some of the other work that we do requires people to be somewhat on their game to be able to do it. Don't want to jeopardize that stuff. Jobs people will be doing that they can't use—how will the city address that? City will have to make their policies know on usage, just like clear policies on drinking. If we are using federal money, feds require certain things, like drug tests.

Anything else you would like to share on this topic?

- A really positive opportunity for local communities in NM who have been under resourced to address equity issues, to address imbalances in funding human services. Have seen public safety, funding going to jails.
- If there is any sort of estimate of revenue, would be interested in learning. What about dispensaries?
- Pueblo casino phenomenon, outside money coming in, actual pueblo didn't get total say; ensuring we have sovereignty over the business. Excited about this legislation! We have a vested interest, it's an untapped industry sector. Think about all of the supply chain, distribution chain, population can age in place, health and wellness. Minimize school to prison pipeline, funding going to supplement support.

- I think that rec use should be legalized.
- Is a very big endeavor, implementation takes an immense amt of resources, community engagement, takes a tremendous amount of effort and time to set everyone up for success, need for fair amount of realization. Opt-in vs opt-out adds to timeline for local governments. Being able to take a look at what other communities have done. Can you overtax an industry? What would be the right amount for that? Will need to take lessons learned to craft best package at state level and bringing decisions to governing body
- The advantage we have is that we are not the first— CA and their hiccups, CO and their hiccups, can look at lessons learned.
- Why wouldn't New Mexico try this? Huge opportunity. Decriminalization is such a better way to deal with drugs, helping people get better.
- Interesting to watch what happened in Pueblo—there was a real divide where non-profits felt very unsupported, some closed down because they couldn't handle the demand, I still don't feel like there was a marked benefit. Look at how other states have done it.
- NM is a state with a lot of very unique characteristics. Only something like Hatch chile, Gruet, Los Poblanos, but for the most part we've underperformed in branding unique products. Lamb, beef, other consumables, beginning to get spirits, Taos branded bars. Given growing climate and history of agriculture, ability to produce products of real quality, could have NM branded cannabis designs or products. Rather than apologizing for it, what if we said, this is an opportunity for people to be entrepreneurs, farmers, growers, you don't need an MBA. People who have been left out.
- I think this is a huge opportunity for the state to expand our revenue sources and create opportunities for the economy. Covid=reliance on gig economy—only avenue right now. If we can create another stream parallel to the gig economy that allows for people to have a stable lifestyle, why wouldn't we? It's going to happen, so why not get in on the ground floor.
- Assuming most things are a given—not to minors, not next to elementary schools.
- Should also be a focus on youth, not just on prevention and intervention, city and state lack youth substance abuse programs. Would be great to use revenue to support those programs. Prevention is so important. That's where my heart is and where the work I do now is. Statewide, would be great for it to go to the municipalities.
- Friends who are medical owners and worried that it will bring big business in.

Interviews Completed

- Paul Babcock, Fire Chief
- Rich Brown, Director, Community & Economic Development
- Liz Camacho, Economic Development and Communications Administrator
- Alexandra Ladd, Director, Office of Affordable Housing
- Jarel LaPan-Hill, City Manager
- Alexis Lotero, Budget Officer
- Mary McCoy, Director, Finance Department
- Erin McSherry, City Attorney
- Andres Mercado, Battalion Chief, Santa Fe Fire Department
- Kyra Ochoa, Acting Director, Community Health & Safety Department
- Andrew Padilla, Chief of Police
- Gino Rinaldi, Director, Senior Services Division
- Julie Sanchez, Director, Youth and Family Services Division
- Maria Sanchez-Tucker, Director, Library Services Division
- Alan Webber, Mayor

Appendix C: The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Drugs

The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Other Drugs

February 2020

Acknowledgments

Gratitude is extended to the following individuals who served on the Municipal Drug Strategy Task Force.

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Thank you to the numerous community members who participated in community conversations and interviews. Additional thanks to the following contributors and City staff:

Mayor **Alan Webber**, City Manager **Jarel LaPan Hill**, Santa Fe City Council Members and the following City Staff: **Kyra Ochoa**, **Julie Sanchez**, and **Elizabeth Martin** (City of Santa Fe Stenographer)

Drug Policy Alliance, Walbridge Foundation and the Santa Fe Community Foundation for underwriting support of the Task Force

Michele Lis, ML Consulting LLC, Consultant and Facilitator

Contents

4 • EXECUTIVE SUMMARY

5 • Municipal Drug Strategy Model

7 • Municipal Drug Task Force Process

8 • SUMMARY OF FINDINGS

8 • Drug and Alcohol Impact

9 • Community Conversation Findings

11 • Poll of Registered Voters

12 • RECOMMENDATIONS

12 • Municipal Drug Strategy Framework

13 • Recommendations

14 • Leadership, Governance and Accountability

15 • Economic Security and Community Development

17 • Prevention and Education

19 • Recovery-oriented Treatment and Harm Reduction

23 • Public Safety and Human and Civil Rights

27 • Advocacy

30 • ENDNOTES

32 • APPENDICES

32 • Appendix A: Resolution

38 • Appendix B: Community Conversation Findings Report

Executive Summary

"As mayors, we know that a shift away from punitive responses to drugs is possible. Our two cities, like communities large and small across the country, bear the burden of a half-century of disastrous drug policies that have wrought two epidemics: Mass incarceration and skyrocketing overdose deaths. As people elected to serve, we have a moral obligation to do something different, something better."

—Mayors Alan Webber (Santa Fe, NM) and Svante Myrick (Ithaca, NY)

The City of Santa Fe Municipal Drug Strategy Task Force is pleased to present *The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Other Drugs.* This report grows out of a recognition that the City of Santa Fe, despite being a national leader in many ways, could do better in its response to alcohol and drug use. Communities of all sizes across the United States are staggering under the weight of half a century of failed federal, state and local alcohol and drug policies (Drug Policy Alliance, 2018).

Despite the decades-long drug war, overdose is now the leading killer of Americans under the age of fifty and rates of alcohol-related health problems and mortality have skyrocketed. However, people in local communities most impacted by problematic drug and alcohol use and deeply flawed public policies are stepping forward to make a difference. First pioneered as a public health measure in Europe in the 1980s and 90s, municipal drug strategies challenge local communities to work from a public health, racial justice and human rights framework instead of defining people who use drugs as criminals in need of coercion and punishment (Drug Policy Alliance, 2018).[1] Santa Fe can be a leader in supporting the health and wellness of its residents by taking action on locally based solutions and interventions in collaboration with its community partners and residents.

In 2017, the City of Santa Fe passed a Resolution (Resolution No. 2017-77) "to establish a Municipal Drug Strategy Task Force to develop approaches to problems related to both drug and alcohol addiction and policy responses to it by collaborating, studying, gathering input from the Santa Fe community and issue experts, and proposing recommendations for a coordinated drug strategy rooted in public health and safety."[2] The Municipal Drug Strategy Task Force (MDSTF) was officially launched in the summer of 2018 under the leadership of Mayor Webber and has been charged with recommending policies and practices as alternatives to incarceration. The MDSTF has collaborated across different areas of focus (prevention and education, treatment, harm reduction and public safety), in order to explore and recommend long-term solutions in a Community Strategic Plan for addressing the issues arising from persons who identify drug and alcohol use as problematic in their lives. This report highlights the findings and recommendations from the MDSTF's yearlong process of consultations with community members and stakeholders, policymakers, elected officials, experts, and service providers to inform Santa Fe's alcohol and drug policies.

"New Mexico has long had some of the highest rates of alcohol and drug abuse in the country, and the problem is getting worse. Since 2001, the combined rates of alcohol and drug related deaths in New Mexico rose by more than 60 percent. In 2018, 2,081 New Mexicans died due to alcohol or drug addiction, more than any previous year. Counting deaths is the standard way of estimating the scope of the problem, but we know many thousands more people, along with their children, families and communities, struggle with substance use on a daily basis. The problem is multi-generational and driven by complex underlying issues, such as poverty and trauma. In addition to the human toll, the social and economic costs rise every year: healthcare, domestic violence, child abuse, loss of productivity, incarceration and crime."

– NM Legislative Finance Committee, 2019

Overarching Goals for Santa Fe's Municipal Drug Strategy:

1. Reduce the prevalence of problematic substance use and their impact on individuals, families and communities.
2. Prevent alcohol- and drug-related injury and death.
3. Support our community with compassion and care for any individual who is seeking recovery or who desires to live a healthier life while using.
4. Increase access to health-based support in lieu of arrest and incarceration.

What is a Municipal Drug Strategy Model?

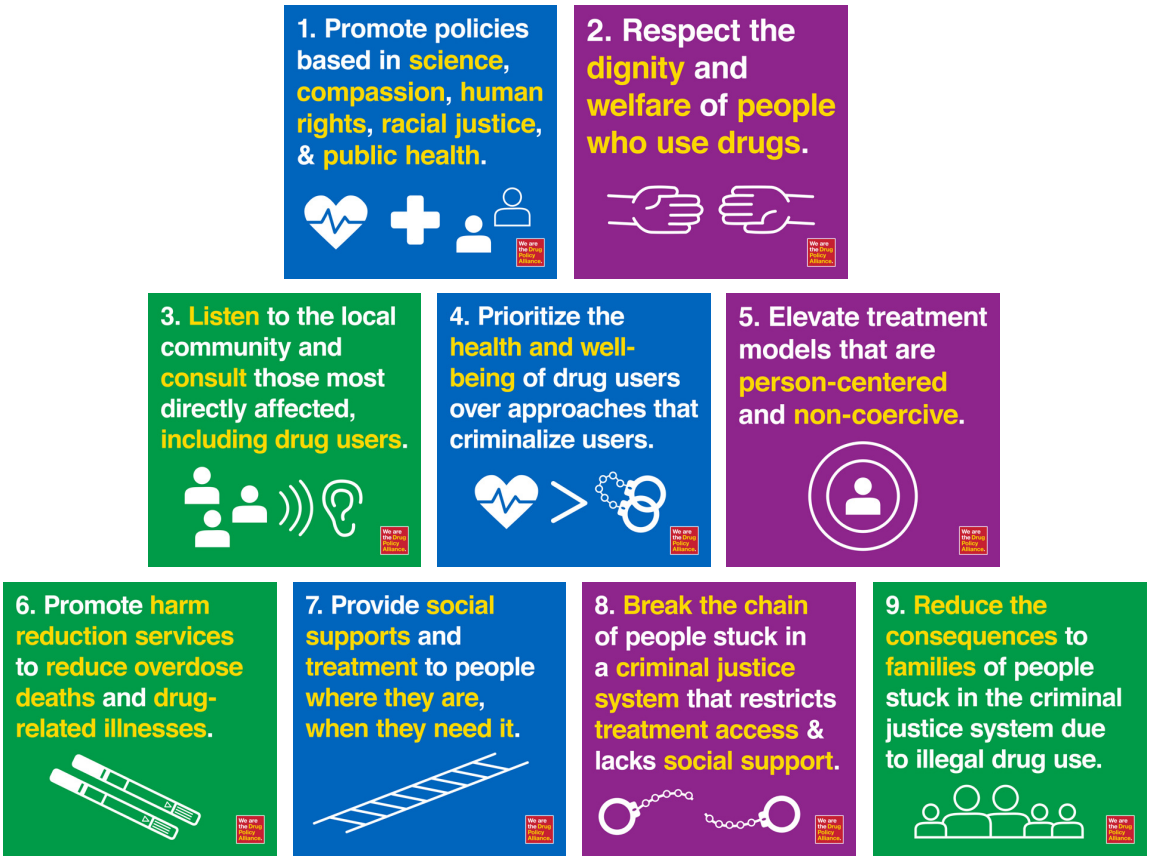
As outlined in the Drug Policy Alliance's white paper "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," the following are components of a municipal drug strategy model that are central to the Santa Fe Plan.

- Unlike "zero tolerance" and abstinence-based approaches, a Municipal Drug Strategy focuses on significantly reducing drug-related and enforcement related harms to individuals who use drugs and alcohol – whether they struggle with addiction or not – as well as to their families and communities as a whole.
- A shift in philosophy is at the core of a Municipal Drug Strategy. Governments at all levels have traditionally treated people who use drugs as criminals in need of punishment, which often leads to violations of their civil and human rights. A Municipal Drug Strategy challenges communities to focus, instead, on mitigating the harm to public health and safety caused by problematic drug use and address the root causes of problematic drug use.
- Solutions and interventions to pressing societal problems, when designed at the local level, reflect the unique character of a community and its people. When there is buy-in from the community, the impact of such interventions is more effective and felt more immediately.
- Proactive engagement of all stakeholders, especially those most impacted by drug and alcohol policies, ensures that the focus is on achieving the most positive outcomes for the greatest number of people in these communities.

MUNICIPAL DRUG STRATEGY GUIDING PRINCIPLES

The MDSTF employed the following principles and values during its work (Drug Policy Alliance, 2018)[3]:

- Promote policies based in science, compassion, human rights, racial justice and public health.
- Respect the dignity and welfare of people who use drugs and alcohol.
- Listen to the local community and consult those most directly affected, including drug and alcohol users.
- Prioritize the health and well-being of drug users over approaches that criminalize users.
- Elevate treatment models that are person-centered and non-coercive.
- Promote harm reduction services to reduce overdose deaths and drug-related illnesses.
- Provide social supports and treatment to people where they are, when they need it.
- Commit to understanding the social determinants of health in the community and generate policies aimed at positively influencing social and economic conditions.
- Break the chain of people stuck in a criminal justice system that restricts treatment access and lacks social support.
- Reduce the consequences to families of people stuck in the criminal justice system due to illegal drug use.



images depicting Municipal Drug Strategy Guiding Principles (courtesy Drug Policy Alliance)

Santa Fe Municipal Drug Strategy Task Force Process

In the summer of 2018, Mayor Webber convened a group of community experts and leaders, representing the various sectors involved with responding to drug and alcohol use. The MDSTF met monthly for over a year to conduct research and gather data, participate in learning session presentations by issue-experts and coordinate a community engagement process to learn about local challenges, resources and community assets and strengths. The MDSTF formed four working sub-committees to assess community input and propose recommendations to the larger task force membership: Prevention and Education, Harm Reduction, Treatment and Public Safety. Findings from community conversations, interviews and surveys are reported later in this paper, and have been instrumental to the development of the MDSTF recommendations.

The recommendations (starting on page 12) developed by the Municipal Drug Strategy Task Force reflect the hard work and efforts of a large number of persons involved in and familiar with the issues related to the use of alcohol and drugs. In the process of meeting, the Task Force members became acutely aware of the importance of the language employed in discussions that often resulted in the development of recommendations. Task force members recognized terminology was often pejorative, negative and counter-productive when addressing issues of addiction and treatment.

Additionally, references to treatment modalities were often imbued with outmoded and prejudicial terminology that was not reflective of progressive, state-of-the-art treatment strategies. The MDSTF recognized that the use of inappropriate terminology could prevent honest and constructive consideration of recommendations representing realistic and potentially effective strategies. Given this understanding, the task force has sought to introduce concepts that are truly reflective of community values and representative of the need for sensitive and empathetic approaches. We have purposefully sought to eliminate references to persons as “addicts,” “users,” “alcoholics” and terms regarding treatment approaches that contain negative connotations. We believe that this approach will enhance and improve public discussion in a productive and constructive manner.

The Santa Fe MDSTF also adopted the following guiding principles as a foundation for all recommendations:

- Rooted in harm reduction and encompass prevention, treatment/recovery, and emergency response/public safety.
- Prioritize human rights, public health and community well-being over costly approaches focused on criminalization.
- Avoid paternalistic decision-making but instead be developed by listening intentionally to the people of Santa Fe and in consultation with those who will be most directly affected by the proposed changes.
- Reduce the collateral consequences to and break the chain of individuals cycling in and out of the criminal justice system without treatment or the necessary social support to address drug & alcohol use.
- Based on the best available evidence about need and effectiveness.
- Rooted in realistic goals/plans where funding, community resources, deficits and feasibility is considered.
- Consider the extensive body of literature documenting the stigma associated with alcohol and other drug use. For people who use drugs, or are recovering from problematic drug use, stigma can be a barrier to a wide range of opportunities and rights.
- Consider critical intersectional identity (race, ethnicity, gender, sexual orientation, socio economic status, disability, marriage status, religion and all other privileged or oppressed factors of identity).
- Elevate social services that include harm reduction and treatment models that are person-centered, trauma informed and voluntary.
- Recognize that existing service systems often operate in silos, and strategies that work across and integrate these isolated entities are desperately needed

Summary of Findings

I. Drug and Alcohol Impact

Santa Fe faces complex challenges associated with problematic alcohol and drug use. According to the November 2019 New Mexico Legislative Committee Report, "Substance Use Disorder Treatment and Outcomes in New Mexico," critical gaps and impacts include the following:

- "Alcohol-related deaths outnumber drug-related deaths, but overdose deaths have increased at a faster rate in New Mexico. New Mexico has ranked in the top three states for alcohol-related deaths since 1981, and according to the Department of Health, has had the highest alcohol-related death rate of any state since 1997."
- "Treatment and funding for alcohol dependence, the deadliest Substance Abuse Disorder in New Mexico, does not meet the scale of the problem, and though effective medications exist for alcohol, as for opioids, they are chronically underutilized."
- "Evidence-based treatments are largely absent in New Mexico's jails despite high rates of substance abuse in the incarcerated population. Similarly, hospital emergency departments are a potentially key intervention point, but nearly half of hospitals in New Mexico do not even stock the drugs used for medication assisted treatment in their pharmacies, and the state has an overall shortage of providers who are able and willing to prescribe these drugs."

Alcohol and drug use significantly overlap with mental health issues, suicides, trauma, sexual assaults and domestic violence. While not included in the scope of this report, it is important to further explore data around the intersection between alcohol and drug use and these issues.

The charts below highlight the scope of the challenge in Santa Fe.

Estimate of People Living with a SUD in Santa Fe County by Substance, New Mexico, 2018

Total Substance Use Disorder	Opioid Use Disorder	Stimulant Use Disorder*	Alcohol Use Disorder	Benzodiazepine Use Disorder	Cannabis Use Disorder	Unspecified Use Disorder**
17,335 (11% of population)	4,561 (3% of population)	1,713 (1% of population)	7,491 (5% of population)	1,563 (1% of population)	1,349 (1% of population)	658 (<1% of population)

Source: New Mexico Substance Use Disorder Treatment Gap Analysis, NM Department of Health, January 2020

*Stimulant Use Disorder included only estimates of methamphetamine use disorder.

**Unspecified Use Disorder includes the estimate of incarcerated persons living with any SUD.

Estimate of the SUD Treatment Gap in Santa Fe County, New Mexico, 2018

People Living with SUD	People Who Received Treatment	People Needing Treatment	% of Persons with SUD Needing Treatment
17,335	8,920	8,415	49%

Source: New Mexico Substance Use Disorder Treatment Gap Analysis, NM Department of Health, January 2020

NM Substance Use Epidemiology Profile – January, 2020

	SF County Rate/100,000	NM Rate/100,000	US Rate/100,000
Alcohol-related Deaths	57.1	65.6	34.7
Alcohol-related Injury Death	27.7	30.9	20.2
Adult Binge Drinking	12.8	14.8	16.5
Youth Binge Drinking	11.5	10.9	13.5
Drug Overdose Death	31.4	25.5	21.7
	Santa Fe County (% using at least once in past 30 days)	**NM**	**US**
Youth Alcohol Use	28.4	26.2	29.8
Youth Current Heroin Use	3.3	2.8	---
Youth Marijuana Use	33.9	27.3	19.8
Youth Methamphetamine Use	3.3	3.2	---
Youth Inhalant Use	6.2	4.8	---
Youth E-Cigarette Use	31.8	24.7	13.2
	Santa Fe County	**NM**	**US**
Adult – Frequent Mental Distress (% reporting in last 30 days)	12.3	13.6	12.7
Youth – Feelings of Sadness or Hopelessness (% 9-12 graders reporting within the past 12 months)	39.8	35.8	31.5

II. Community Conversations

"At the state and federal level, problematic drug use often becomes a matter of statistics, trends, spreadsheets and inflammatory rhetoric. Communities, on the other hand, understand first-hand the drivers of problematic drug use and its impact on individuals, families, neighborhoods, first responders, health professionals and resources. The drive to identify and implement effective solutions springs from those who understand the challenges most intimately."

– Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local"

A primary guiding principle of the Municipal Drug Task Force was to listen intentionally to the people of Santa Fe and consult with those who will be most directly affected by the proposed changes. To achieve this principle the Task Force facilitated community conversations and conducted interviews in an effort to better understand the drivers of problematic drug use and its impacts on the Santa Fe community. Input was gathered from a diverse spectrum of the community so that policy recommendations better reflect the needs of all members of the community, especially those who are often not heard. The policy recommendations (page 12) were grounded in the feedback from these conversations.

Two hundred thirty-one community members participated in community conversations or interviews over the course of a four-month period from November 2018 through February 2019, including individuals directly impacted, those whose voices are often not heard (students, parents, individuals who are currently using drugs or alcohol or are in recovery, homeless individuals, women, immigrants and people of color), as well as community stakeholders (clinicians, nonprofit providers, hospital and Emergency Management Service staff, government and business leaders, and law enforcement). Thirteen community conversations were facilitated involving nearly 180 individuals, as well as a dozen one-on-one meetings and forty-two survey responses from law enforcement personnel.

Feedback from community conversations, surveys and individual interviews are captured in the Findings Report in Appendix B of this report. A high-level summary of findings is highlighted below.

Feedback from Individuals Impacted

Community Conversation – Sample of Findings
Perceived information gap in many communities, especially for youth and the Spanish-speaking immigrant and Native communities, **about the risks of problematic alcohol and drug use, prevention, treatment options, harm reduction and diversion programs.**
Lack of educational, extracurricular and recreational activities for children and youth.
Alcohol and drug education and counseling support for youth in schools could be improved.
Economic insecurity, racism and poor working and housing conditions.
Stigma around alcohol and drug use.
Trauma, PTSD and mental health issues including depression and anxiety are some of the underlying causes for alcohol and drug use.
Treatment is seen more broadly than inpatient treatment programs. Participants talked about the need for effective work programs, mentoring and job training, education, housing, childcare and an opportunity to participate in society in a positive way.
Medication Assisted Treatment (MAT) capacity needs to be expanded and promoted, and made more generally available in the community and in correctional settings.
There is a **lack of awareness of existing harm reduction practices in the community.**
There is a perception that incarceration worsens problematic drug use, as individuals do not have adequate opportunities for treatment, medication assisted treatment or mental health care while in jail.
There is a perception that the **Fire Department/Emergency Medical Services personnel are there to help everyone in the community and have been helpful to alcohol and drug users in crisis.**
Participants, especially individuals from the immigrant community, feel targeted, criminalized and over-policed because of their race, national origin, and economic status.

One overarching theme across all groups was that not all alcohol and drug use is problematic, however, the human toll of problematic alcohol and drug use on individuals and families is devastating. Participants shared stories of how widespread the problem is in communities across racial backgrounds and socio-economic status, and how it has resulted in trauma and chaos not only for individuals directly impacted but for their families. One participant shared: *"It is hard to go anywhere without alcohol being around. It was heavily used and abused even in my church communities. My family has suffered a lot of pain from alcohol abuse. It tore our family apart."*

Feedback from Stakeholders in the Community

Stakeholder Conversation – Sample of Findings
There is a widely held perception that **alcohol use is widespread due in part to its being more socially acceptable as a legal substance, yet is extremely harmful.** Prevention efforts must address alcohol use in addition to drug use through outreach and education of adults, families, youth and children.
Intergenerational substance use is a significant issue and there is a need to break the cycle of problematic family alcohol and drug use.
Problematic employee alcohol and drug use affects local business as employers report that hiring and retention can be problematic. Employers also believe **stigma is a barrier to seeking treatment.**
There is a **lack of adequate medical detox capacity** and options for those who detox in the hospital but then relapse after discharge due to **lack of follow-up treatment.**
Increased behavioral health services are needed, both mental health services (including early screening) and a range of treatment options for substance use.
Alternatives to keep people healthy and alive should be a priority. Ideas discussed included expanded naloxone distribution and education, overdose prevention sites, street outreach and education. Stakeholders also recommended **expanding the capacity for available needle exchange** programs.
Law enforcement personnel and other stakeholders are concerned about the enforcement capacity to address problematic alcohol and drug issues effectively as a result of **staffing shortages, turnover and the size and complexity of the challenges.**

Stakeholders agree that existing policies have been inadequate and to a degree unresponsive to the needs of the community. Stakeholders and community members offered suggestions focused on prevention, treatment, and harm reduction to treat drug and alcohol use as a public health issue that should be addressed together as a community. In order to move towards this vision, it is essential to address the stigma that exists around drug and alcohol use and to engage the broader community in conversations and solutions around local challenges.

One participant from the community conversations shared: *"I have a concern that even though alcoholism and addiction are diseases, community conversations are often shame-based. There is a need to model a different way of perceiving this issue and dealing with it as a community."*

III. What We Heard from the Santa Fe Community: Poll of Santa Fe City Registered Voters, 2018*

- Voters almost universally agree (90% agree, 81% strongly agree) that "current drug policies just don't work. We should shift resources from arrest and imprisonment of low-level drug users toward treatment and rehabilitation."
- Voters want the City to focus on public health and move the city into a different direction when it comes to drugs and drug use.
- A large majority would invest more in treatment/rehabilitation/behavioral health, improve education on drug issues, decriminalize/legalize marijuana or drugs in general, concentrate on heavy drug users, address poverty, bring people together to offer solutions, and create more programs for young people.

* Third Eye Strategies Poll, Spring 2018. 404 active registered voters in the city of Santa Fe, New Mexico. Drawn from a list of registered voters, interviews were conducted on the nights of May 22nd through 29th, 2018. The sample has a margin of error of ± 5.5 percent. Both cell phones and landline numbers were called. Each phone number had an equal chance of being called and random selection was made in households with multiple eligible voters.

Recommendations

I. Municipal Drug Strategy Framework

MDSTF recommendations are presented in six categories in the section below. Although these six areas are not mutually exclusive, they represent an attempt to organize and categorize policies and practices addressing various aspects of alcohol and drug use. Two of the categories, Prevention and Education as well as Economic Security and Community Development, focus on upstream measures that MDSTF members and focus group participants stated were essential to prevent or mitigate the effects of problematic substance use as early as possible. We heard from some of the MDSTF members that the Recovery-oriented Treatment and Harm Reduction pillars should be integrated into one pillar, since the aims of both are often quite similar, even as the methodologies may differ. We also heard from MDSTF members and focus group participants that Public Safety and Human and Civil Rights categories should be integrated into one pillar, to reflect the task force's aims to promote restorative drug and alcohol policies that protect human and civil rights.

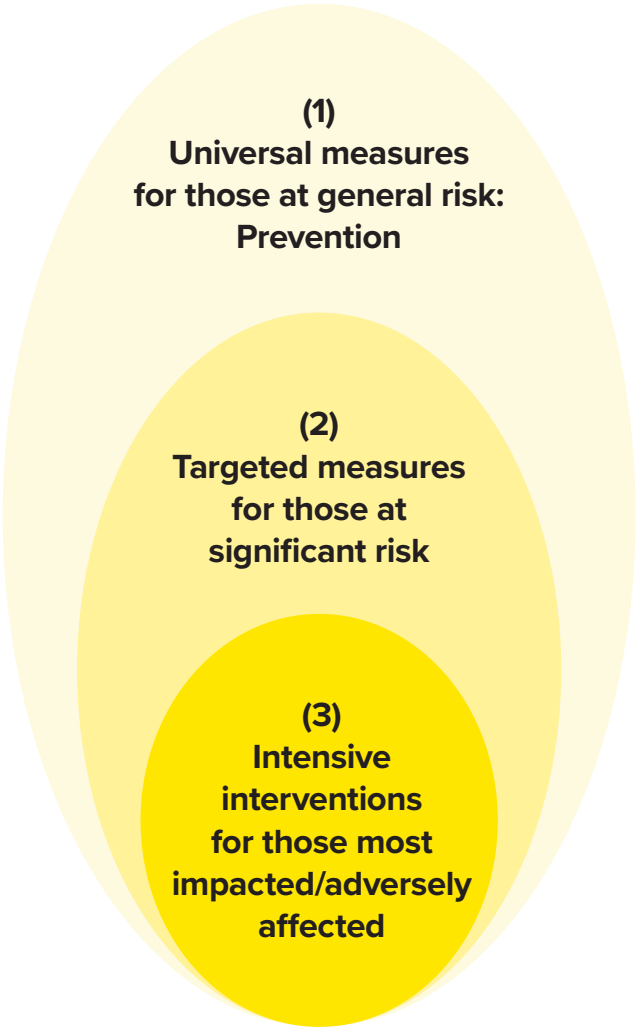
Recommendation Categories:

1. Leadership, Governance and Accountability
2. Economic Security and Community Development
3. Prevention and Education
4. Recovery-oriented Treatment and Harm Reduction
5. Public Safety and Human and Civil Rights
6. Advocacy

The MDSTF identified the following populations and a continuum of universal and targeted interventions in the recommendations outlined in this report.

Priority Populations:

1. Everyone in the general population.
2. Individuals at significant risk include: LGBTQAI, Low socio-economic status/low-wage workers, racial/ethnic minorities, immigrants, non-English speaking persons, individuals experiencing incarceration, foster care and court involved young people, individuals with behavioral health issue, who reside in economically disadvantaged neighborhoods or who experience social inequities and disparities in health.
3. Individuals who are already adversely affected include: high utilizers of emergency room (ER) and jail, law enforcement/EMS involved or pregnant women.



II. Task Force Recommendations

The recommendations presented in this report have been listed in the order of immediate, short-term and long-term. Recommendations labeled "immediate" are actions the task force suggests the City act on within the next few months to a year. Short-term recommendations are actions that should be prioritized over the next two years, and longer-term recommendations may take from one to three years to implement. It is important to recognize that the task force's goal is to develop a comprehensive plan to guide the City's approach to alcohol and drugs. Therefore, many of the recommendations build upon each other and each need to be considered together as part of a comprehensive approach. It is also important to recognize that long-term goals will not be accomplished unless the critical foundational recommendations (many labeled as immediate recommendations) are established over the next year. Recommendations are outlined in the charts with a rationale, city role and description of whether the recommendation is in process or a new initiative.

Color key: timing of implementation

Immediate, < 12 months	
Short-term, 12-24 mos.	
Long-term, 12-36 mos.	

"CITIES CAN PROVIDE SUPPORT FOR VULNERABLE POPULATIONS DIRECTLY, FACILITATE SERVICES FOR THOSE IN NEED, ENCOURAGE DIALOGUE AND COMMUNICATION, BUILD CAPACITY, ADVOCATE TO OTHER ORDERS OF GOVERNMENT, REGULATE ISSUES, AND ACT AS A ROLE MODEL."

– "LEARNING FROM ONTARIO'S MUNICIPAL DRUG STRATEGIES" JOURNAL OF COMMUNITY SAFETY & WELLBEING, 2017

A. Leadership, Governance and Accountability

Members of the MDSTF, many who represent fields across the existing local system of care, identified the limitations of current initiatives that structurally operate in silos. While there are many different organizations and agencies that are working to improve the lives of people in Santa Fe, they are often underfunded and not working in coordination with each other. MDSTF members propose that the City play a key role in working with community partners to align and integrate alcohol and drug policies and services to address critical gaps and better leverage resources in Santa Fe. MDSTF members recommend that the City take a leadership role in collaborating with community partners to coordinate effective strategies around prevention and education, community and economic development, recovery-oriented treatment and harm reduction, and public safety efforts.

Leadership, Governance and Accountability Recommendations	Rationale	City Role	In process or new?
A1) Create a position within city government with a specific focus on alcohol and drug policy, drug user health, treatment and social supports, and harm reduction.	The position would be responsible for conducting research and planning, coordinating across city departments and with department administrators, partnering with other levels of government and leading the implementation of the recommendations of the municipal drug strategy task force among other tasks. Other cities across the nation, including Denver, New York and Houston, have created key offices and positions responsible for implementing behavioral health recommendations from city task forces.	Funding; Leadership	New
A2) Fund community-based housing advocacy services to assist with passing policy addressing accessibility and protections from displacement.	Policies to include: ban the box in rental applications for convictions and medical cannabis patient status, for-cause eviction protections, stronger safety net services for rent-burdened Santa Feans, and increased funding for renters' rights programs and legal aid. A recent Santa Fe County Community Services Gap Analysis showed that a disproportionate amount of individuals and families who are Latino, Spanish speaking, and who live in high poverty areas are paying up to 50% of their income on rent or housing. High costs and other barriers to housing such as discriminatory rental practices (i.e. based on immigration status, LGBT status, national origin, race/ethnicity, disability, etc.), arbitrary evictions, criminal convictions, and poor credit history also lead to increased financial problems, unhealthy and unsafe living conditions, and homelessness.	Funding; Collaboration	New
A3) Create a new funding stream, coordinated with other local funders, dedicated solely to the provision of community-based behavioral health and harm reduction services.	Creation of funding could be through a local tax increase (i.e. tax on second homes), the local cannabis tax, and/or opioid pharma settlements. Although the County is the primary provider and funder of health services for city residents, the City is currently involved in program delivery by facilitating and funding programs and services on a regular basis. Given the need and demand for increased behavioral health services, the City's role should be expanded in collaboration with other local funders. The City has a key role to play in supporting vulnerable populations.	Funding; Collaboration	New
A4) Work with funders to standardize and streamline contractor requirements around employee training and quality standards of care.	Ensure the City of Santa Fe has the same contract requirements as other funders for continuing education for direct service employees. Performance standards and expectations can foster improvements in community health and safety.	Collaboration	New

B. Economic Security and Community Development

"The state's poor performance on most key social determinants of health contributes to the prevalence of substance use disorder and the gravity of its outcomes."

– New Mexico Legislative Finance Committee Report, 2019

Economic security and a healthy workforce are key factors in preventing problematic substance use. Participants in community conversations indicated that low and unstable wages, long working hours, unsafe working conditions, high housing costs, and lack of affordable health and childcare weaken family and community cohesiveness, often lead to risky behaviors, and prevent access to needed services including substance use disorder treatment. Numerous individuals impacted by problematic substance use shared stories during MDSTF interviews about the impact poverty and lack of housing, food, transportation, access to health or behavioral health services or other basic needs has affected their recovery. One participant shared, "having my basic needs met has helped me in my recovery. If you don't have this, how can you advance in life?" Communities affected by high rates of drug and alcohol use need equal access to community and economic development opportunities and services.

A growing body of evidence suggests that communities in economic distress register higher incidences of drug overdose deaths than those that have more economic opportunities. A 2017 Brookings report highlighted that "among high-poverty counties [in the U.S.] – those with poverty rates of 20 percent or higher - Forty-one percent (342 of 829) reported above-average death rates due to drug poisoning in 2015. In contrast, only 13 percent of counties with poverty rates below 10 percent had above average death rates (56 of 438)."

The MDSTF is recommending a holistic approach to support and expand existing efforts and new initiatives to improve youth and family development, economic security, and the public health of communities, especially for those communities that have been historically underserved or where there are health disparities. The MDSTF proposes that investments in economic and community development will positively impact the social determinants of health and health disparities, and lead to lower rates of problematic alcohol and drug use. Investing in under-resourced communities can reduce drug use while addressing a host of other public health problems that are also related to poverty.

"IT'S HARD TO GET HEALTHY WHEN YOU DON'T HAVE ENOUGH FOOD TO EAT."

– SANTA FE FOCUS GROUP PARTICIPANT

Economic Security and Community Development Recommendations	Rationale	City Role	In process or new?
B1) Research and reduce barriers to harm reduction housing by working with community providers to implement housing that provides a safe place for individuals to use substances including alcohol.	Harm reduction housing is an approach that focuses on finding and sustaining housing for people who are experiencing homelessness and are actively using drugs and alcohol. Services offered in a Harm Reduction Housing model are included for many challenges associated with homelessness and drug and alcohol use, such as counseling, financial skills training and treatment. Research of harm reduction based housing projects in Canada, the U.S., and the U.K. found this approach is an effective way to address the needs of homeless individuals who use substances, including alcohol.	Research & Planning; Collaboration; Leadership; Funding; Advocacy	New
B2) Seek funding to expand the Better Way project to specifically work with individuals in early recovery.	The Better Way project is a city subsidized program where a van picks up workers to do work on city owned properties for the day and pays them. Employment is a protective factor that mitigates the risks for problematic substance use.	Funding	In Process
B3) Strengthen the economic security of low-income families in Santa Fe by improving wages and working conditions.	Specifically we recommend: raising minimum wage for workers, including tipped workers; mandating guaranteed sick leave, family paid leave, and fair scheduling in hospitality, retail, restaurant, and other low-wage industries; strengthening local enforcement programs of City employment laws (i.e. minimum wage and discrimination protections) & collaborating with other government agencies to improve enforcement of state/federal employment laws (i.e. wage & hours, overtime, health and safety, and anti-discrimination protections); and, supporting job readiness and workforce development programs for adult workers and youth. Economic security and a healthy workforce are key factors in preventing substance use. Unchecked employment violations often lead to problems with economic and health wellbeing.	Legislation; Advocacy; Collaboration	New
B4) Ensure adequate funding and financing to support short and long-term affordable and subsidized housing programs and support services that prioritize low-income Santa Feans, people experiencing homelessness or who are precariously housed and who are in danger of being homeless, individuals in recovery, treatment and who are currently using, as well as their families.	Specifically, we recommend that the city leverage advocacy efforts and all housing resources including HUD funding, public housing options etc. to promote an increase in capacity for housing opportunities such as: Emergency shelter; affordable and subsidized housing (both rental and first time home-buying); senior housing; permanent supportive housing; sober living/recovery housing; transitional living; and, extended residential treatment. Housing insecurity poses a dire threat to family stability and emotional wellbeing and can lead to problematic substance use among workers, youth, and people experiencing homelessness.	Funding	In Process
B5) Collaborate with community partners to create and fund a community mentorship, job training & employment project with local business owners to employ treatment graduates and THRIVE participants.	Employment is a protective factor that mitigates the risks for problematic substance use. MDSTF recommends looking into opportunities for the City to provide tax cuts or other incentives to business owners for this initiative.	Collaboration; Direct Service; Funding	New

C. Prevention and Education

"Our kids are hurting. They are severely depressed at 11 and 12 years of age. They listen to dark lyrics. They are taking any drug they can find – Advil, Nyquil, prescription drugs, marijuana. They take drugs because they don't want to be awake."

– Santa Fe Community in Schools staff

The MDSTF repeatedly heard from community members, law enforcement and stakeholders that it is essential to support young families, children and youth as early as possible to address the root contributing factors of problematic substance use. In addition to addressing the social determinants of health through community and economic development, effective drug prevention programming should be supported and expanded. Both young people and the adults in their lives need more effective drug education, skills building and prevention programming that facilitate positive youth development. The MDSTF proposes that the City continue to collaborate with the Santa Fe Public School District and community partners to support coordinated and geographically targeted programming for youth that address root contributing factors of drug use such as trauma experienced by youth and their families. It is also essential to support education for families, City staff and stakeholders around culturally and linguistically-appropriate care, as well as trauma-informed and restorative justice practices.

"I HAVE A CONCERN THAT EVEN THOUGH ALCOHOLISM AND ADDICTION ARE DISEASES, COMMUNITY CONVERSATIONS ARE OFTEN SHAME-BASED."

– SANTA FE FOCUS GROUP PARTICIPANT

Prevention and Education Recommendations	Rationale	City Role	In process or new?
C1) Assist in funding the evaluation for the SFPS District's implementation of Safety First, a science-based and compassionate drug education curriculum, for 9th and 10th graders.	In response to a lack of accurate, science-based and compassionate drug education resources, a new set of materials called Safety First have been developed by the Drug Policy Alliance. The Safety First program is designed to foster open and honest conversation among teenagers, educators and parents.[4] Unlike D.A.R.E. and other abstinence-only programs, Safety First is based in the philosophy of harm reduction. When it comes to drug education, a harm reduction approach discourages young people from using alcohol and other drugs. The Santa Fe School District will be piloting the Safety First curriculum in one local high school this coming year.	Funding	In Process
C2) Fund and support research-driven, culturally, linguistically, and age-appropriate community education.	Education should focus on factors leading to problematic substance use; drug identification; risks of drug use, harm reduction; and treatment options for youth, parents, families, medical providers, law enforcement, and the community at large, with a core objective of eliminating stigma against those who use substances problematically.	Funding; Collaboration	New
C3) Partner with stakeholders to identify curriculum/community-based education for parents, families, and the community at large that eliminates substance use stigma and provides up to date information on harm reduction, including education on alcohol.	The detrimental effects of stigma on people with substance use disorders are acute and far-reaching. Stigma exacerbates social alienation and has the potential to impact adversely all domains of life, such as employment, housing, social relationships, mental and physical health, access to treatment and harm reduction services. "Community-based education programs that are aimed at eliminating stigma is attributed to significantly reduced stigmatized attitudes[5].	Collaboration	New
C4) Require all city workers including fire and police employees to engage in continuing education to better understand behavioral health issues.	Behavioral health makes up a large percentage of fire and police calls for service. It also manifests in many interactions City employees have with the public. Trainings such as crisis intervention, trauma-informed care and others covering issues of mental health, substance use, adverse childhood experiences and social determinants of health can better prepare City staff to interact in a positive and productive manner with individuals experiencing behavioral health issues.	Education	New
C5) Fund coordinated and geographically targeted youth engagement and programming with local stakeholders such as school, community organizations, recreational programs, business associations, etc.	Programs should include, but are not limited to: youth mentorship; safe recreational spaces with access to physical and nontraditional educational opportunities; and, economic support for disadvantaged/high risk families for engagement in available services. The engagement of youth in a variety of programming from mentoring to recreational activities is a strategy for preventing harm from substance use. Research shows that such programs can contribute: to reducing crimes committed by minors; increasing positive and reducing negative behaviors; exposing youth to less violence; improving performance; decreasing health care costs; increasing economic contributions of young people when they reach adulthood; and, increasing self-confidence, optimism, and initiative. [6]	Funding; Collaboration	In Process

D. Recovery-oriented Treatment and Harm Reduction

"Reducing stigma would help people stay alive. My pride hindered my own ability to get support. It took me awhile to participate in the safe needle exchange after witnessing people use dirty needles repeatedly. Continue the distribution of Narcan to prevent overdoses. Again, de-stigmatizing drug use is key to keeping people alive."

– Santa Fe Focus Group Participant

Providers and community members want a treatment system that is client centered and recovery oriented. We heard repeatedly from individuals who use alcohol or drugs problematically that there are gaps in the service system and access to treatment is often limited due in part to the lack of affordable treatment options available to individuals at the time they are ready for treatment. Individuals in recovery programs shared stories of long waits and other barriers that prevented them from accessing treatment earlier. People who use alcohol and drugs noted that the services they need are not always the services that they are offered. People in treatment and/or currently using drugs require better service integration and ancillary services to help address basic needs. Some people who use alcohol or drugs may not need or benefit from treatment and instead would benefit from harm reduction services or other supportive services. "Harm reduction is a set of practical strategies and ideas aimed at reducing negative consequences associated with drug use. Harm reduction incorporates a spectrum of strategies from safer use, to managed use to abstinence to meet drug users "where they're at," addressing conditions of use along with the use itself."[7]

There is also concern that the community lacks transitional living and integrative services and programs to support long-term sobriety once the individual has completed a treatment program. Additionally, women in recovery shared that there are limited treatment options for women with young children while the need far exceeds community capacity. Keeping families together can prevent further generational trauma. There is also a perception that there are insufficient drug treatment and ancillary programs available to Spanish speakers and to the immigrant community at large. Additionally, we heard from people who use drugs and alcohol that there are insufficient mental health services to help people get appropriate care and support to deal with trauma and PTSD instead of using alcohol and drugs to cope.

A theme from community consultation findings was that there is a need for various points of access to services, which are responsive to the windows of opportunity where individuals are ready to engage, and especially during times of transition (e.g., transitioning from jail to the community or from shelter or temporary housing). Participants talked about the need for effective work programs, mentoring and job training, education, housing, childcare and an opportunity to participate in society in a positive way. Participants discussed the importance of providing support with employment, education, housing and childcare to provide stability and safety as a core function of treatment. Other recommendations included: opioid agonist therapy (OAT) capacity needs to be expanded and promoted, and made more generally available in the community and in correctional settings; numerous individuals reported successful treatment with buprenorphine programs and recommended that these programs be expanded; Individuals impacted and community stakeholders also stressed the need to increase awareness of existing harm reduction practices in the community and to expand harm reduction outreach and education to users, families and the community at large.

Recovery-oriented Treatment and Harm Reduction Recommendations	Rationale	City Role	In process or new?
D1) Collaborate with the County, local hospitals, and other stakeholders, to plan and host interagency interdisciplinary peer-informed collaborative case staffing meetings as a model of prevention and treatment service delivery.	There are many Santa Fe residents who have frequent hospital visits and complex medical and social needs that require navigation of a complicated healthcare and social service landscape with providers that do not always effectively communicate with one another. Integrated peer-informed collaborative case staffing models or interpersonal care coordination teams are one way to address disease management and provider communication. [8]	Collaboration	In Process
D2) Ensure city bus routes go to treatment, harm reduction and prevention services and offer bus passes to individuals engaged in treatment to help facilitate access to care.	Transportation is a significant barrier to accessing treatment services in our community. Lack of transportation and the resources to utilize public transportation can lead to rescheduled or missed appointments, delayed care, and delayed or missed medication use. These consequences may lead to poorer health outcomes.[9]	Direct Service; Education	New
D3) Create a Safe Needle Disposal public education campaign that may include printed materials, PSA's and a page on the City's website on what to do with found needles, locations of disposal sites, referrals to syringe service programs, and other resources.	Continue to support the implementation of a public sharps container program in places like parks, local businesses, motels, etc. NM's Southwest CARE Center reports collecting an average of 800 used syringes/needles per month within city limits. Public discarding of used injection equipment poses significant health risks to the community. Risks include, but are not limited to, hepatitis C and other blood borne pathogens found in used needles and syringes. Installation of public sharps disposal boxes is a cost-effective way to prevent infectious diseases and can encourage increased safe disposal for individuals who don't have immediate access to biohazard containers. It is also a good way to address the public's fear to congregate in public areas with an increase in littered sharps.	Education; Funding	New
D4) Fund community-based organization (s) to distribute naloxone in non-traditional settings such as grocery stores, and other highly visible public places.	This should also include overdose response boxes (naloxone and face shields) in parks, city buildings, local businesses, motels, libraries, etc. Last year, there were more than 35,000 two-dose Narcan Nasal Spray (NNS) kits distributed statewide. This resulted in 2,139 reported opioid overdose reversals by laypeople. However, there are still public venues where NNS could be distributed to community members not reached by current statewide efforts. Information from the Centers for Disease Control and Prevention and other academic institutions nationally show that laypeople reverse more opioid overdoses using naloxone than paramedics and law enforcement combined. The City should not rely on state and county funded naloxone distribution programs and begin creatively engaging the public with overdose recognition and response trainings, and corresponding NNS distribution.	Funding	New
D5) Provide funding for jail community re-entry programs and services (an example could be to help fund a city/county re-integration center) specifically designed for formerly incarcerated individuals and their families.	Research suggests that people leaving jail are often not prepared for release and, when released, encounter challenges in accessing the programs and services that help them become healthy, productive members of their communities. The needs most frequently self-identified by program participants prior to their return into the community included transportation, clothing, food, housing, and employment or vocational training.[10]	Funding; Collaboration	New

Recovery-oriented Treatment and Harm Reduction Recommendations	Rationale	City Role	In process or new?
D6) Research Injectable Opioid Treatment and assess the potential as a viable intervention in Santa Fe. If appropriate, implement a supervised injectable opioid treatment pilot project using prescription hydromorphone or diacetylmorphine.	For people who use drugs who have not found success with methadone or buprenorphine, the most dramatic developments in drug substitution therapies have been in the field of Injectable Opioid Treatment. These services, as part of comprehensive treatment strategies, provide substantial benefits to long-term heroin users who have not been responsive to other treatment. Studies have shown that those enrolled in injectable opioid treatment demonstrate a reduction in drug use and an improvement in overall physical and mental health. Additionally, several studies have found that individuals who participated in these programs significantly reduced their involvement in criminal activities, generating large enforcement cost savings.[11]	Research & planning	New
D7) Community Services Department to encourage grantees to use a peer recovery model and integrate peer support, family support and navigators in the role of reducing barriers and increasing access to care and supporting individuals in early recovery.	The range of benefits for those receiving peer support services include: increased self-esteem and confidence; improved problem solving skills; increased sense of empowerment; improved access to work and education; more friends, better relationships, more confidence in social settings; greater feelings of being accepted and understood (and liked); reduced self-stigmatization; greater hopefulness about their own potential; more positive feelings about the future; and, increased access to treatment and social supports. Benefits of utilizing a peer recovery model also extends to the peer worker and the organization.[12]	Collaboration	In process
D8) Help fund medical detoxification services located within the City and ensure that it is recognized as part of the continuum of care.	"Withdrawal systems vary from substance and while some may be only mildly uncomfortable, some can be life-threatening. Medical detox provides patients with medication and medical treatment in order to prevent and address complications."[13] Detoxification alone is not treatment, but some individuals may need or want to medically detox to move on to other treatment options and services. Medical detoxification services should be an integral part of a continuum of care model.	Funding; Collaboration	New
D9) Ensure and promote that city funding is allocated for highest risk groups such as people who use drugs problematically, HIV/ AIDS patients, pregnant women and immigrants whose immigration status bars them from accessing subsidized health care, i.e. advocate for the New Mexico based legislative campaign to provide state subsidized insurance coverage for immigrant families not covered by the Affordable Care Act.	For those at significant risk of problematic substance use, protective factors include, individual and cultural resilience; community cohesion; and access to healthcare, education, and other resources. To be best practice, services and resources should be research driven, trauma informed, and culturally and linguistically relevant and responsive.	Funding	New

Recovery-oriented Treatment and Harm Reduction Recommendations	Rationale	City Role	In process or new?
D10) Collaborate with local partners to ensure a full treatment continuum exists in Santa Fe for substance use disorder treatment to include detoxification, short and long term residential treatment, crisis response, regular and intensive outpatient treatment, psychiatry, and adequate access to care for all substance use disorders and ensure that nobody is turned away for having a particular substance in their system.	There should exist a no wrong door model that ensures individuals receive the comprehensive care they need regardless of where they enter the system. Also consider incorporating the one-door model, the integration of primary care, detox, mental and substance use disorder treatment, etc. "Continuum of care refers to a treatment system in which clients receive treatment at a level appropriate to their needs and then step up to more intense treatment as needed.[14]" An effective continuum of care relies on an integrated, person-centered network of community-based services. The longer a person/ family is engaged in this type of system of care the better the recovery outcomes will be.	Collaboration	In Process
D11) Collaborate and fund community partners in creating low threshold, harm reduction focused, drug and alcohol treatment on demand, including mobile treatment.	This includes supporting: increased availability of buprenorphine by building on the Santa Fe SAMSHA grant for buprenorphine inductions in the home or on the street; efforts to increase capacity of medication assisted treatment prescribers and PCPs in community who are comfortable assessing and treating SUD, and ER-based medication assisted treatment programs. Today in the U.S., people who want and are ready to access treatment are faced with serious barriers, including long waiting lists, high treatment costs, funding cuts, and lack of appropriate treatment services in their community. There is a need for treatment-on-demand policies at a local level that create immediate access to drug treatment for anyone who needs it, without emphasizing punishment. Findings from San Francisco, CA's initiative, "suggest that access to treatment improved with implementation of a treatment-on-demand policy."[15]	Funding; Collaboration	In process

E. Public Safety and Human and Civil Rights

"There is a better approach: help rather than punishment."

– Santa Fe Community Focus Group Participant

The MDSTF heard from community members and stakeholders that there is a desire to change current law enforcement approaches given the growing attention to the human and economic costs of incarceration and racial disparities in arrests and convictions at national and local levels. Our community conversations also revealed that there is an impression that the Fire Department/Emergency Medical Services personnel are there to help everyone in the community and have been helpful to alcohol and drug users in crisis.

Community members expressed interest in approaches to public safety that focus on community development and capacity building, innovative policing and EMS practices, and community engagement and collaboration and move away from incarceration. Community members consulted agreed that alcohol and drug use is a health problem and criminal intervention does little to deter the usage of drugs. Furthermore, research shows that the harms associated with criminalization can outweigh the harms associated with drug use. Encounters focused on criminalization of drug use deepen mistrust between police and community members, and do nothing to break the cycle of repeated incarcerations and the effects this approach has on individuals, their children and families. In particular, immigrants are particularly vulnerable under drug laws since they can face deportation for even minor drug-related violations. Members of the immigrant community in Santa Fe reported that they feel targeted and over-policed because of their race, national origin, language and economic status.

The MDSTF recommends that the City of Santa Fe redirect law enforcement and community resources from criminalization to increasing access to services such as LEAD and other services and develop policies and practices that promote restorative approaches to drug and alcohol use. The MDSTF also recommends that the local Emergency Medical Service (EMS) system (which is administered by the Santa Fe Fire Department) should be positioned to be a key element in a municipal drug strategy. Not only are Santa Fe's EMTs on the front lines of caring for those using drugs but, the Fire Department is the City's only provider of direct healthcare services.

"CURRENT DRUG-RELATED POLICING PRACTICES AND INCARCERATION ARE COSTLY, CREATE ANTAGONISM BETWEEN POLICE AND COMMUNITY MEMBERS, AND MAY BE MAKING SOME COMMUNITIES LESS SAFE."

– BLUEPRINT FOR A PUBLIC HEALTH AND SAFETY APPROACH TO DRUG POLICY, 2013

Public Safety and Human and Civil Rights Recommendations	Rationale	City Role	In process or new?
E1) Develop public safety strategic plans (SFFD and SFPD) that align with the City's commitment to a health-based approach to public safety encounters involving behavioral health, alcohol and drugs rather than a criminalized approach. Revise the SFFD and SFPD efforts to recruit new employees to align with the City's strategic vision for a public health-based approach to public safety.	The MDS Task Force recommends and realizes that to be effective we need to move away from a siloed approach to services provision and that all city agencies must share the same core values in responding to the global problem of problematic drug and alcohol use. In order to ensure success, the department must take the lead in not only training current employees but also recruiting new employees who can embrace these values. Too often, changes in administration can radically affect programs. Many of the needed changes are multi-year projects that require a strategic approach and a long attention span. A strategic plan can provide a roadmap as well as benchmarking to understand progress made over a multi-year period.	Research & Planning; Leadership	New
E2) Coordinate with the THRIVE/ LEAD Policy Coordinating Committee to expand the program to include additional substances and other behavioral health issues beyond opioids.	Currently, the Santa Fe THRIVE/LEAD program serves only individuals with problematic opioid use. THRIVE stakeholders, including law enforcement and clinical staff have advocated that individuals using other drugs and/or who have serious mental health issues could also benefit from the program.	Collaboration; Funding; Direct Service	In process
E3) Communicate "A New Face of Public Safety: Incorporating Public Health as part of Public Safety" by moving away from SFPD and SFFD public images of high-tech equipment and high-intensity approaches (e.g., SWAT vehicles and ladder trucks); instead place more emphasis on images that reflect the reality of the majority of service calls -and the Departments' strategic visions and commitment to harm reduction and community health.	The community's understanding of the police and fire departments are largely a product of those department's branding campaigns which focus on very low frequency events and don't accurately reflect the day-to-day operations of these departments. This leads to a misunderstanding of community risk, recruitment of individuals who may not be interested in the majority of the work performed by those departments and, to a large degree, perpetuate a brand that is incongruent with reality.	Education; Leadership	New
E4) Introduce a resolution supporting the reduction of penalties, at a state level, for possessing drugs for personal use from a felony to a misdemeanor.	In New Mexico, the simple possession of any amount of drugs other than marijuana, including residue found on drug paraphernalia such as a pipe or a spoon, is a fourth degree felony that can land one in state prison. Twenty states (20) have either never made possession a felony or have reformed their state laws making possession a misdemeanor. In the past five years, states like Oklahoma, Utah, Connecticut, Alaska, Oregon, Colorado and California have all reclassified drug possession to a misdemeanor. [16]	Legislation; Advocacy	New

Public Safety and Human and Civil Rights Recommendations	Rationale	City Role	In process or new?
E5) Seek funding for the recruitment and hiring of additional public safety behavioral health staff workers within the Fire Department, and encourage the formalized use of these staff by police officers responding to service calls.	The City of Santa Fe is already part of a growing movement by emergency response agencies to adopt a mobile integrated health care (MIH)/community paramedic model that provides services in the home and nonclinical environments for those who access the 911 system. This model is in the best interest of both patients and community health to prevent illnesses and hospitalizations.[17]	Funding; Direct Service	In Process
E6) Partner with SFPS, private and charter schools, County Teen Court Program, CYFD/Juvenile Probation and Parole, District Attorney, and others to create and implement a city juvenile arrest diversion program for substance use related issues.	Being arrested as an adolescent can impact a person's health and life trajectory profoundly. Once arrested, a juvenile is more likely to be arrested again and less likely to graduate high school. Youthful misbehavior can be a signal of unmet needs or trauma. Diversion is a promising practice to reduce youth involvement with the justice system while offering restorative and rehabilitative opportunities for the adolescent and their family.	Collaboration	New
E7) Incentivize (financially and through public recognition) the proposal of, adoption by, and interest in innovative approaches to emergency response by SFPD and SFFD staff. Showcase the SFPD's and SFFD's innovative and trauma-informed response models.	Line officers have a wealth of experience to help develop innovative and trauma-informed responses.	Leadership; Funding	New
E8) Compile research about effective restorative justice programs and best practices in other cities, evaluation strategies, training opportunities for stakeholders and law enforcement, and potential funding for pilot projects in Santa Fe; develop a report with recommendations for restorative justice pilot projects that would involve local law enforcement, local courts, the schools, and other stakeholders.	Research shows that restorative justice (RJ) programs reduce recidivism and crime, decrease incarceration of young people, lower costs in the criminal justice system (which can be used for a range of prevention and treatment programs) and have high participant satisfaction rates among victims, offenders, community members and public safety officials, leading to greater trust and family and community cohesiveness. RJ capitalizes on second chances, restores community bonds, and promotes peer and community connectedness.	Research and Planning; Education; Leadership	New
E9) Compile new and emerging research on public safety/emergency and innovative public safety/ emergency responses implemented in other jurisdictions and provide information gathered to city leadership.	Other communities and municipalities have already begun to implement and research new approaches to meet current challenges to emergency response and the public safety response system, specifically as they relate to the unique behavioral health needs of people dealing with alcohol and substance use issues[18], e.g., Albuquerque, NM[19], Memphis, TN[20], Seattle, WA[21], and Colorado Springs, CO[22]. Rather than reinventing the wheel, we recommend that the City consider whether these approaches might be appropriate for our community.	Research & Planning	New

Public Safety and Human and Civil Rights Recommendations	Rationale	City Role	In process or new?
E10) In coordination with the County's Crisis Center and Mobile Crisis Response team, expand multidisciplinary crisis response services including the development of a 1-year pilot program for a three-person "co-response team" (SFPD employee, SFFD employee, "public safety behavioral health staff worker") for dispatch to all service calls with a behavioral health component.	Law enforcement agencies and EMS systems across the country are integrating crisis response models in to their agencies. This model of collaboration is shown to improve how police, fire/EMS, mental health services, and communities respond to mental health and substance use crises. Research also suggests that such models increase safety in encounters, increase diversions from the criminal justice system, reduce arrests, increase mental health service utilization, and decrease use of high-intensity police units and use of force.[23] This model will also reduce unnecessary fire suppression apparatus use and transports to emergency rooms.	Collaboration; Funding; Direct Service	In Process
E11) Collaborate with the County to ensure City residents' access to best practices/standard of care treatment for opioid dependency (induction and maintenance to include opioid agonist therapy (OAT) including buprenorphine and methadone) at the Santa Fe County Adult Detention Center.	Individuals recently released from correctional settings are up to 130 times more likely to die of an overdose than the general population, particularly in the immediate two weeks after release. Given that approximately one quarter of people incarcerated in local jails and prisons are opioid-dependent, initiating OAT behind bars should be a widespread, standard practice as a part of a comprehensive plan to reduce risk of opioid fatality. In light of the opioid crisis, it is imperative to ensure that evidence-based, effective drug treatment and harm reduction resources are available to all.[24]	Collaboration; Advocacy; Leadership	New

F. Advocacy

"...Lively, diverse, intense cities contain the seeds of their own regeneration, with energy enough to carry over for problems and needs outside themselves."

– Jane Jacobs, *The Death and Life of Great American Cities*

The MDSTF recommends the City of Santa Fe increase efforts to advocate for policies and practices at a state and local level across the areas of prevention, community and economic development, treatment and harm reduction, and public safety as identified by sub-committees. While the recommendations in this report highlight ways a local municipality can impact problematic alcohol and drug use through direct services, collaborations, funding and internal policy change, it is important to understand that the City will have only a limited impact if it does not work in coordination with community stakeholders and other local and state jurisdictions. The recommendations below highlight the role the City can take to advocate for restorative policies with partners including the Santa Fe Public School District, County of Santa Fe, state agencies and state government.

Advocacy Recommendations	Rationale	In process or new?
F1) Advocate at a state level for cannabis legalization as a way to increase the local tax base and direct funds to treatment, harm reduction, prevention and education.	Local excise taxes on adult use cannabis should be used for local social services and support. Although the legalization bill proposed during the 2020 New Mexico legislative session was not passed, there will likely be future similar efforts in future legislative sessions. Such legislative efforts should include provisions which would create a municipal excise tax of up to 4% for cannabis products sold in the jurisdiction. It is estimated that the city of Santa Fe could receive an upwards of $1,000,000 in the first year of enactment of such an act alone.	In Process
F2) Advocate to local and state agencies, including law enforcement, corrections institutions and officers, not to inquire about immigration status or communicate national origin or legal status to federal immigration authorities.	Promoting connected and resilient communities where everyone feels respected, safe, and belongs is key to preventing problematic substance use. Collaboration between local governments, law enforcement, jails and ICE for the express purpose of detecting, apprehending, detaining, and deporting undocumented immigrants prevents people from seeking public safety services, accessing harm reduction and treatment programs, and experiencing a general sense of trust, permanence, and community belonging. While the City and the County have strong non-inquiry and non-cooperation policies relating to federal immigration authorities, CYFD, the State Police, Probation, and Parole do not.	In Process
F3) Advocate at a state level for increase in alcohol excise tax and for greater access to allocation of funding from alcohol tax.	Increased alcohol taxation represents a powerful yet simple, cost-effective, evidence-based policy initiative to save lives, improve health, and reduce crimes such as domestic violence and sexual assault resulting from alcohol misuse. The total cost of excessive alcohol use in New Mexico in 2010 was $2.23 billion.[25] While federal, state, and local excise taxes on alcohol have existed for years, these taxes have not been adjusted for inflation, resulting in alcohol that is the most affordable it has ever been in more than 60 years.[26] Doubling the alcohol tax could mean raising the price of a drink by as little as ten cents per drink, but could reduce alcohol-related mortality by an average of 35%, traffic crash deaths 11%, sexually-transmitted infections 6%, violence 2%, and crime 1.4%.[27]	New

Advocacy Recommendations	Rationale	In process or new?
F4) Advocate to the County to provide 24/7 public transportation to people being released from the Santa Fe County Adult Detention Facility and ensure all those incarcerated are aware of the service.	Alan Cruthirds, incarcerated for two days after being cited for drinking alcohol in public, a misdemeanor, had been released from the Santa Fe County jail just hours before he died. He was struck by multiple cars while crossing the highway at about 7 p.m.....Although jail officials say they offer transportation to those who have been released, former inmates and advocates contend the options to return to Santa Fe are limited – if they know about them at all. But because many inmates are released later in the evening or in the early morning, they often walk.[28]"The distance between the Santa Fe County Adult Correctional Facility and the Interfaith Community Shelter at Pete's Place is 8.5 miles; 3 hours by foot.	New
F5) Advocate at a state level for an appropriation for a hydromorphone pilot at the University of New Mexico	For drug users who have not found success with methadone or buprenorphine, the most dramatic developments in drug substitution therapies have been in the field of Injectable Opioid Treatment. These services, as part of comprehensive treatment strategies, provide substantial benefits to long-term heroin users who have not been responsive to other treatment. Studies have shown that those enrolled in injectable opioid treatment demonstrate a reduction in drug use and an improvement in overall physical and mental health. Additionally, several studies have found that individuals who participated in these programs significantly reduced their involvement in criminal activities, generating large law enforcement cost savings.[29]	In Process
F6) Advocate at a state level to ensure drug-checking kits are no longer considered drug paraphernalia in the state's controlled substance act.	Recently, in Santa Fe, harm reduction providers have noted that there have been increased cases of fentanyl in the drug supply unbeknownst to users. Technology exists to test drugs for dangerous adulterants, but it has so far been mostly unavailable at a public level in the U.S. Making drug checking services available in the context of a community outreach service would save lives and reduce hospitalizations and also allow for real-time tracking of local drug trends. The service can also help to connect people with local treatment and harm reduction services. Drug checking kits are currently illegal under NM state law.	New
F7) Advocate to Santa Fe Public Schools for district policies to limit school suspensions, expulsions, arrests, and all exclusionary school discipline practices. Instead, employ restorative justice practices.	Restorative justice is a community centered approach to crime that protects, restores, and improves public safety; recognizes and supports victims; allows offenders to be accountable and make amends; repairs and builds community relationships and trust; and promotes the reintegration of offenders into society. Research shows that restorative justice (RJ) programs reduce recidivism and crime, decrease incarceration of young people, lower costs in the criminal justice system (which can be used for a range of prevention and treatment programs) and have high participant satisfaction rates among victims, offenders, community members and public safety officials, leading to greater trust and family and community cohesiveness. RJ capitalizes on second chances, restores community bonds, and promotes peer and community connectedness.	New
F8) Advocate to the SFPS District that staff engage in continuing education in the following areas: cultural humility; culturally and linguistically appropriate care; trauma informed practice; violence, trauma, and their prevention; behavioral health and substance use; social determinants of health and local health disparities; and restorative justice theory and practice.	Provision of best practice education on socially relevant topics to teachers, school administrators, and paraprofessionals supports the mission and core beliefs of Santa Fe Public Schools.	New

Advocacy Recommendations	Rationale	In process or new?
F9) Advocate to the Santa Fe Public School District to develop K-12 district-wide policies and plans on the prevention of suicide, interpersonal violence, trauma, substance use disorder, and on the promotion of comprehensive sex education and healthy relationships.	Practices that aim to prevent violence and trauma and that promote health can help to reduce risk for problematic substance use.	New
F10) Advocate at a state level for additional state funding for jail community re-entry programs and services.	"Each year, more than 600,000 people leave prison and re-enter the Nation's communities. Within three years of their release, more than 2/3 of these individuals are rearrested, and ¼ return to prison with a new sentence. Resumption of drug abuse precipitates or contributes to much of this recidivism."[30] People leaving jail are often not prepared for release and, when released, encounter challenges in accessing the programs and services that help them become healthy, productive members of their communities.[31]	New
F11) Advocate at a state level for legislation allowing and funding the implementation of supervised consumption spaces.	Supervised Consumption Services, also known as supervised injection facilities (SIFs), are controlled health care settings where people can consume drugs under clinical supervision and receive health care, counseling, and referrals to health and social services. SIFs have been rigorously studied and found to reduce the spread of infectious disease, prevent overdose deaths, and eliminate improperly discarded injection equipment. Engagement by people who use drugs with staff in these facilities enhances the ability of people to function productively in society, increases access to drug treatment and other services, and saves taxpayer money.[32]	New
F12) Advocate at a state level for the adoption of a state statute that would mandate a regular (i.e. yearly) overdose fatality review team process.	"Overdose fatality reviews allow states to examine and understand the circumstances surrounding fatal drug overdoses. Review teams can uncover the individual and population factors and characteristics of potential overdose victims. Knowing the who, what, when, and how of fatal overdoses provides a better sense of the strategies and coordination needed to prevent future overdoses and results in the better allocation of overdose prevention resources and services.[33]"	New
F13) Advocate at a state level for the concept of automatic expungement of criminal records for possession of controlled substances to assist individuals with their overall recovery potential to include assisting with housing application approvals and employment opportunities.	Expunging prior convictions removes thousands of barriers that allow people to fully reenter their community and society. When someone has a criminal record, they are often ostracized from their community, have a difficult time accessing any services, such as housing, treatment or any public support. Research shows that those who have expunged their record have higher earning wages, lower recidivism, and lower crime rates. New Mexico currently has an expungement law, however the burden is on the individual to petition the court. Most people aren't aware that they can get an expungement, don't apply, or don't have the means to hire a lawyer to advise them or pay the fees.	New
F14) Advocate at a state level for the New Mexico based legislative campaign to provide state subsidized insurance coverage for immigrant families not covered by the Affordable Care Act.	Currently, immigrants have to rely on an assortment of health care options as they are not eligible to buy coverage under the Affordable Care Act. Not having consistent coverage impedes immigrant families' access to crucial and comprehensive health care, including substance use prevention, harm reduction and treatment services.	In Process

Endnotes

1 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

2 City of Santa Fe Resolution 2017-77.

3 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

4 Safety First Drug Education Resources. *Drug Policy Alliance*. Retrieved from: http://www.drugpolicy.org/resources/drug-education-resources

5 James D Livingston, Teresa Milne, Mei Lan Fang, Erica Amari. (2012). The effectiveness of interventions for reducing stigma related to substance use disorders: a systematic review. *Addiction*, 107(1): 39–50.

6 Witt, Caldwell. (2010). The Rationale for Recreation Services for Youth: An Evidenced Based Approach. *National Recreation and Park Association*.

7 Principles of Harm Reduction. *Harm Reduction Coalition.* Retrieved from: https://harmreduction.org/about-us/principles-of-harm-reduction/

8 Martinez, Koker, Truchil, Balasubramian. (2019) Time and effort in care coordination for patients with complex health and social needs: Lessons from a community-based intervention. *Journal of Interprofessional Education and Practice*, V15: 142-148.

9 Syed, Gerber, Sharp. (2013) Traveling Towards Disease: Transportation Barriers to Health Care Access. *J Community Health*; 38(5): 976–993.

10 Morani; Wikoff; Linhorst; Bratton. (2011). A Description of the Self-Identified Needs, Service Expenditures, and Social Outcomes of Participants of a Prisoner-Reentry Program. *The Prison Journal.* Research Article.

11 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

12 Tracy; Wallace (2016). Benefits of peer support groups in the treatment of addiction. *Substance Abuse Rehabilitation,* 7:143-154.

13 SAMHSA (2006) Detoxification and Substance Abuse Treatment. *Treatment Improvement Protocol Series*, No. 45. Retrieved from: https://drugabuse.com/detox/types/

14 SAMHSA (2006) Clinical Issues in Intensive Outpatient Treatment. *Treatment Improvement Protocol Series*, No. 47. Retrieved from: https://www.ncbi.nlm.nih.gov/books/NBK64088/

15 James L Sorensen et al., (2007) Access to Drug Abuse Treatment Under Treatment on Demand Policy in San Francisco. *Am J Drug Alcohol Abuse*, no. 33, 2, 227-236.

16 Elderbroom; Durnan (2018). Reclassified: State Drug Law Reforms to Reduce Felony Convictions and Increase Second Chances. *Justice Policy Center, Urban Institute*. Retrieved from: https://www.urban.org/sites/default/files/publication/99077/reclassified_state_drug_law_reforms_to_reduce_felony_convictions_and_increase_second_chances.pdf

17 Fitch; Knight. (2015) The New EMS Imperative: Demonstrating Value. *InFocus: Strategies and Solutions for Local Government Managers*, Volume 47/No. 1.

18 Fitch; Knight. (2015) The New EMS Imperative: Demonstrating Value. *InFocus: Strategies and Solutions for Local Government Managers*, Volume 47/No. 1.

19 New Mexico Legislative Finance Committee (2018). Program Evaluation: Review of the Criminal Justice System in Bernalillo County. Report #18-05. Retrieved from: https://www.nmlegis.gov/Entity/LFC/Documents/Program_Evaluation_Reports/Review%20of%20the%20Criminal%20Justice%20System%20in%20Bernalillo%20County.pdf

20 IBM (2016) Smarter Cities Challenge Report: Memphis, TN. Retrieved from https://www.memphistn.gov/common/pages/DisplayFile.aspx?itemId=12189863

21 Seattle Times. Seattle's new 'Health One' team will respond to non-emergency 911 calls downtown. May 7th, 2019. Retrieved from: https://www.seattletimes.com/seattle-news/politics/seattles-new-health-one-team-will-respond-to-non-emergency-911-calls-downtown/

22 Scott Cravens (2018). Up close with Colorado Spring's Community Response Team. EMTWORLD. Retrieved from: https://www.emsworld.com/article/219668/close-colorado-springs-community-response-team

23 Amy C. Watson, Anjali J. Fulambarker. (2012). The Crisis Intervention Team Model of Police Response to Mental Health Crises: A Primer for Mental Health Practitioners. *Best Practice in Mental Health*, 2012 Dec; 8(2): 71.

24 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

25 Sacks; Gonzales; Bouchery; Tomedi; Brewer (2015). 2010 National and State Costs of Excessive Alcohol Consumption. *American Journal of Prevention Medicine*, 49(5):e73-e79.

26 Kerr WC et al. (2013) US Alcohol Affordability and Real Tax Rates 1950-2011. *American Journal of Preventive Medicine*; 44 (5): 459-64.

27 Alexander, C et al. (2010) Effects of Alcohol Tax and Price Policies on Morbidity and Mortality: A Systematic Review. *American Journal of Public Health* 100, no. 11: 2270-2278.

28 Durango Herald. Sunday, August 12, 2018. Inmates make dangerous 'walk of shame' to Santa Fe after time in county jail. Retrieved from: https://durangoherald.com/articles/235759

29 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

30 Michael L. Pendergrast (2009). Interventions to Promote Successful Re-Entry Among Drug –Abusing Parolees. *Addition Science Clinical Practice*, 5(1): 4-13.

31 Morani; Wikoff; Linhorst; Bratton. (2011). A Description of the Self-Identified Needs, Service Expenditures, and Social Outcomes of Participants of a Prisoner-Reentry Program. *The Prison Journal.* Research Article.

32 Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," Retrieved from: http://www.drugpolicy.org/resource/municipal-drug-strategy-lessons-taking-drug-policy-reform-local.

33 ASTHOExperts Blog (2018). More States Authorizing the Use of Overdose Fatality Review Teams. Retrieved from: https://www.astho.org/StatePublicHealth/More-States-Authorizing-the-Use-of-Overdose-Fatality-Review-Teams/08-23-18/

Appendix A: Resolution

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2017-77

INTRODUCED BY:

Mayor Javier M. Gonzales	Councilor Signe I. Lindell
Councilor Renee D. Villarreal	Councilor Joseph M. Maestas
Councilor Peter N. Ives	Councilor Christopher M. Rivera
Councilor Carmichael Dominguez	Councilor Ron Trujillo

A RESOLUTION

ESTABLISHING A MUNICIPAL DRUG STRATEGY TASK FORCE TO DEVELOP NEW APPROACHES TO PROBLEMS RELATED TO BOTH DRUG ADDICTION AND POLICY RESPONSES TO IT BY COLLABORATING, STUDYING, GATHERING INPUT FROM THE SANTA FE COMMUNITY AND ISSUE-EXPERTS, AND PROPOSING RECOMMENDATIONS FOR A COORDINATED DRUG STRATEGY ROOTED IN PUBLIC HEALTH AND SAFETY.

WHEREAS, the City of Santa Fe has been long concerned about the high rates of drug use and dependency and the impact on the people of Santa Fe; and

WHEREAS, in 2016, 45 people in Santa Fe County died of a drug overdose resulting in an overdose death rate of 32.9 deaths per 100,000; and

WHEREAS, overdose death rates now outnumber traffic fatality rates; and

WHEREAS, between July 1, 2016 and May 31, 2017 there were 229 arrests for possessing a controlled substance other than marijuana, 61 arrests for trafficking and/or distributing a controlled substance, and 156 arrests for possessing drug paraphernalia by the Santa Fe Police Department; and

1

WHEREAS, the Santa Fe Police Department began carrying and administering Naloxone, commonly known as Narcan, a medication used to block the effects of opioids especially in overdose situations, in 2017; and

WHEREAS, the Santa Fe Fire Department averaged between .43 and .58 EMS trips per day with Naloxone as an intervention between 2012 and 2017; and

WHEREAS, the City of Santa Fe experiences high numbers of documented incidents for property crime related to problematic drug and alcohol use; and

WHEREAS, drug abuse and dependence is a complex issue that requires innovative approaches to harm reduction in drug use; and

WHEREAS, the Governing Body recognizes that the City cannot arrest its way out of problematic drug and alcohol use and addiction and understands that the underlying problems related to some crimes are associated with persons who have problematic drug and alcohol use and addiction and is intent on breaking the cycle of drug use, crime, and incarceration; and

WHEREAS, there is a need to explore and discuss multidisciplinary approaches to treating addictions and problematic drug/alcohol use that lead to criminal activity and a need to increase the availability of prevention and education, social service, treatment, and harm reduction resources; and

WHEREAS, in 2014, the City of Santa Fe established the 2nd Law Enforcement Assisted Diversion (LEAD) program in the country, a pre-booking diversion program and an example of a municipal drug strategy rooted in harm reduction and public safety; and

WHEREAS, early evaluation results of the Santa Fe LEAD program show a reduction in jail and court costs as well as recidivism back into jail for clients who remain engaged in the LEAD; and

WHEREAS, in 2014/2015, the mayor of the City of Ithaca convened a group of community experts and initiated a process to develop new approaches to problems related to both drug addiction and the cities policy responses to it; and

WHEREAS, a report was generated from the process titled, "The Ithaca Plan: A Public Health

and Safety Approach to Drugs and Drug Policy" that presented findings and recommendations in four domains: Prevention, Treatment, Harm Reduction and Law Enforcement; and

WHEREAS, the Ithaca plan could serve as a model for the city of Santa Fe's Municipal Drug Strategy Task Force; and

WHEREAS, the Governing Body desires to invite representatives from local governmental entities, state agencies, law enforcement agencies, the judiciary, social service, harm reduction and medical providers, business community, drug policy experts, immigration and human rights, and representatives of people most impacted by problematic drug use from Santa Fe to participate in a Task Force to join the City of Santa Fe's efforts to explore and recommend solutions to address public safety and public health related to problematic drug and alcohol use and addiction in the domains of prevention, treatment, harm reduction and law enforcement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby creates a Municipal Drug Strategy ("MDS") Task Force.

Section 1. NAME: The task force shall be called the Municipal Drug Strategy Task Force ("MDS Task Force").

Section 2. PURPOSE: The purpose of the MDS Task Force is to collaborate across different areas of focus (prevention, treatment, harm reduction, law enforcement), in order to explore and recommend long-term solutions in a Community Strategic Plan for addressing the issues arising from persons struggling with problematic drug and alcohol use.

Section 3. DUTIES AND RESPONSIBILITIES: The MDS Task Force shall develop a Community Strategic Plan within 6 months that includes any necessary requests for funding and shall:

A. Study the drug related problems in the city of Santa Fe.

B. Explore and discuss multidisciplinary approaches to treating addictions that lead to criminal activity.

C. Form four working groups (Prevention, Treatment, Harm Reduction, and Law Enforcement).

D. Host a series of community conversations to gather insight into the concerns and ideas of community members to ensure that the City's drug strategy is guided by community input.

E. Convene a series of focus groups around the city to learn how drug use – and current drug use – affects communities, families and individuals and how current drug policies can be improved. Focus groups should represent a specific constituency, i.e. law enforcement personnel; physicians, nurses and pharmacists; people who use drugs; young people; people of color; undocumented people; parents; business owners; and people in recovery.

F. The MDS Task Force shall consult with Santa Fe Opiate Safe (SOS), a committee of the Santa Fe Prevention Alliance, and other related groups when preparing the formal report to the Governing Body as noted below.

G. In a formal report to the Governing Body, recommend policies and practices in the four domains (Prevention, Treatment, Harm Reduction, Law Enforcement) the city could adopt to improve responses to drug use.

H. Any other related issues that may be identified by the MDS Task Force.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The MDS Task Force membership shall consist of twenty members appointed by the mayor with the approval of the Governing Body. The MDS Task Force will be comprised of representatives from the City of Santa Fe, Santa Fe Police Department, Santa Fe Fire Department, Santa Fe County, Santa Fe County Sheriff's Office, the District Attorney's Office, the Public Defender's Office, local area schools, a local area medical center, the Magistrate Court and the District Court, local social, medical and harm reduction service providers, including youth organizations, drug and alcohol prevention and education experts, drug and alcohol treatment centers, individuals with expertise and research experience in the field of addictions, individuals with expertise

in drug policy, business leaders, individuals with expertise in immigration reform an
civil rights issues, individual and families most impacted by problematic drug and al
other stakeholders that may be determined by the Governing Body or the MDS Task

B. *Officers.* The mayor shall appoint the chairperson. The
appoint a vice chairperson.

D. *Terms.* Members shall serve until they complete their duties and res
forth above.

E. *Compensation.* Members shall serve without compensation

Section 5. VACANCIES: Vacancies on the MDS Task Force shall be
manner as initial appointments.

Section 6. MEETINGS; DURATION: The MDS Task Force shall c
public conversations and, at least once per month thereafter shall conduct public meet
with the Open Meetings Act and adopted city policy and procedures. Unless furthe
Governing Body, MDS Task Force meetings shall conclude no more than 8 month
adoption of this resolution.

Section 7. STAFF LIAISON: Community Services department staff
liaison to the Task Force.

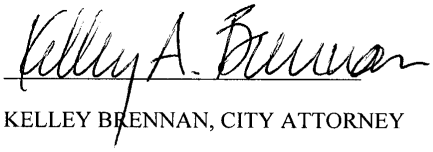
PASSED, APPROVED AND ADOPTED this 25th day of October, 2017.

JAVIER GONZALES, MA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2017/2017-77 Municipal Drug Task Force

Appendix B: Community Conversation Findings Report

REPORT
May 10, 2019

Santa Fe's Municipal Drug Task Force – Community Conversations Findings

Contents

Introduction 4

Community Conversation Process 4

Summary of Findings 5

Feedback from Individuals Impacted in the Community

Prevention 5

Treatment 6

Harm Reduction 8

Emergency Response/Public Safety 8

Feedback from Stakeholders 11

Prevention 11

Treatment 12

Harm Reduction 13

Emergency Response/Public Safety 14

Differing Perceptions Among Community Members 15

Introduction

In 2017 the City of Santa Fe passed a Resolution (Resolution No. 2017-77) "to establish a Municipal Drug Strategy Task Force to develop approaches to problems related to both drug and alcohol addiction and policy responses to it by collaborating, studying, gathering input from the Santa Fe community and issue experts, and proposing recommendations for a coordinated drug strategy rooted in public health and safety." The Task Force was officially launched in summer of 2018 under the leadership of Mayor Webber. The Municipal Drug Strategy Task Force (MDTF) has been meeting monthly since its launch and has been charged with recommending policies and practices as alternatives to incarceration.

First pioneered as a public health measure in Europe in the 1980s and 90s, Municipal Drug Strategies challenge local communities to work from a public health, racial justice and human rights framework instead of defining people who use drugs as criminals in need of coercion and punishment.

Community Input is Essential

"At the state and federal level, problematic drug use often becomes a matter of statistics, trends, spreadsheets and inflammatory rhetoric. Communities, on the other hand, understand first-hand the drivers of problematic drug use and its impact on individuals, families, neighborhoods, first responders, health professionals and resources. The drive to identify and implement effective solutions springs from those who understand the challenges most intimately."[1]

The Municipal Drug Strategy Task Force (MDTF) formed four teams to explore the issues and make recommendations related to Prevention, Treatment, Harm Reduction and First Response. In addition to studying the issues through an examination of local and national research and presentations, the MDTF designed a process to engage community members in community conversations designed to inform the recommendations.

Community Conversation Process

Two hundred thirty-one community members participated in community conversations or interviews over the course of a four-month period from November 2018 through February 2019, including both individuals directly impacted, those whose voices are often not heard (students, parents, individuals who are currently using or are in recovery, homeless individuals, women, immigrants and people of color), as well as community stakeholders (clinicians, nonprofit providers, hospital and Emergency Management Service staff, government and business leaders, and law enforcement). **Thirteen community conversations** were facilitated involving nearly **180 individuals**, as well as a **dozen one-on-one meetings** and **forty-two survey responses** from law enforcement personnel. The intent of community conversations was to gather input from a diverse spectrum of the community to better understand how alcohol and drug use and drug policies affect different communities so that recommendations better reflect the needs of all members of the community, especially those who are often not heard.

[1] Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local. Drug Policy Alliance. 2018

SUMMARY OF FINDINGS

Feedback from community conversations, surveys and individual interviews are captured in the sections on the following pages. First, feedback from individuals who have been directly or indirectly impacted is presented, including individual users, individuals who are in recovery, students, parents and families, and people of color and those from the LGBTQ community. One overarching theme across all groups was that not all alcohol and drug use is problematic, however the human toll of problematic alcohol and drug use on individuals and families is devastating. Participants shared stories of how widespread the problem is in communities across racial backgrounds and socio-economic status, and how it has resulted in trauma and chaos not only for individuals directly impacted but for their families. One participant shared: *"It is hard to go anywhere without alcohol being around. It was heavily used and abused even in my church communities. My family has suffered a lot of pain from alcohol abuse. It tore our family apart."*

I. Feedback from Individuals Impacted

A. PREVENTION

FINDING 1: There is a perceived information gap in many communities, especially for youth and in the Spanish-speaking immigrant and Native communities, about the risks of alcohol and drug use, prevention, treatment options, harm reduction and diversion programs.

There is a sense that there is less culturally and linguistically competent community and medical education for Latinx immigrant families. Participants consistently expressed that crucial information is simply not getting to them.

FINDING 2: Lack of educational, extracurricular and recreational activities for children and youth is a deep frustration for parents who believe that positive programming can help prevent problematic alcohol and drug use.

The programs that do exist are out of reach due to cost, especially for low-income families with multiple children. Activities for whole families are also scarce and expensive.

FINDING 3: Alcohol and drug education and counseling support for youth in schools could be improved.

Students, parents and individuals in recovery consistently stated that most information individuals receive about alcohol and drugs is from peers, street sources, social media or the internet, which does not include information about what alcohol and drugs do to the body and one's life. Community members highlighted that alcohol and drug use can start younger than society generally imagines and affect several generations within families. They recommended early education and intervention to include information about delaying the onset of use, preventing problem alcohol and drug use, and understanding that recovery is possible and where to get help. Adults who work with youth highlight the need for quality drug education as well as peer and adult mentoring programs, and ways to ensure that the teen health centers are seen by youth as safe places to go for help. Additionally, families advocate for counseling and support services to identify and respond to youth as early as possible to prevent early substance use.

Participants also highlighted the need to engage the medical community to help educate patients about the risks of prescription drugs, over-prescribing and alternatives that are less harmful or addictive.

FINDING 4: Community members believe that economic insecurity, racism and poor working and housing conditions pose a threat to family stability and emotional wellbeing. This can lead to problematic alcohol and drug use among workers and their children, as well as lack of access to treatment options.

Additionally, there is a general lack of awareness about resources available in the community, how to navigate systems of care, and how to get support for key challenges such as housing, health food, transportation and mental health care.

One participant shared: "What helped me was Maslow's Pyramid of Hierarchy. Having my basic needs met has me in recovery. If you don't have this how can you advance in life?"[2]

FINDING 5: Negative images and stereotypes contribute to stigma within the immigrant and non-immigrant communities, and often keep families from talking openly about problematic alcohol and drug use or seeking help.

Stigma continues to be an ongoing challenge that prevents individuals and families from acknowledging problematic alcohol and drug use and reaching out for support. There is a sense that much of the community education around alcoholism and DWI may contribute to stigma. For example, commercials about DWI's often focus on the negative consequences of drinking while driving, and rarely convey the message "If you need help or treatment, call this number."

Additionally, many participants spoke of the prevalent stereotypes regarding their countries of origin (images of cartels, gang violence, and smugglers in English and Spanish media) that lead to real discrimination within the criminal justice system, mass detention and incarceration of immigrants in the U.S. and subsequent deportation and separation of families.

FINDING 6: **There is a perception that the "war on drugs" has failed to improve problematic drug use and should be replaced by a model that promotes recovery through prevention and treatment.**

Participants overwhelmingly agreed that there needs to be alternatives to incarceration and a focus on helping people by connecting them to the support they need at that moment. Some individuals may be ready and motivated to enter a treatment program; others may need assistance with an immediate need such as housing, food, a safe place, medical treatment, etc.

B. TREATMENT

FINDING 1: There is a perception that access to alcohol and drug treatment is severely limited due to lack of affordable treatment options available to individuals at the time they are ready for treatment (also known as "treatment on demand").

Individuals in recovery programs shared stories of long waits and other barriers that prevented them from accessing treatment earlier. There is also concern that the community lacks transitional and integrative services such as halfway houses and programs to support long-term sobriety once the individual has completed a treatment program. Additionally, women in recovery shared that there are limited treatment options for women with young children while the need far exceeds community capacity. There is also a perception that there are insufficient drug treatment programs available to Spanish speakers and to the immigrant community at large.

[22] Maslow's Pyramid of Hierarchy of needs is a motivational theory in psychology comprising a five-tier model of human needs, often depicted as hierarchical levels within a pyramid. Needs lower down in the hierarchy must be satisfied before individuals can attend to needs higher up. Simplypsychology.org.

One participant currently in a 30-day recovery program shared: "Every time I tried to get in to treatment there was a waiting list. It took me fourteen years to get into recovery. While I was waiting for a bed I turned to drugs and alcohol."

Participants shared: "Treatment works for those who participate. But doesn't work for those who are resistant." "I feel that there should be more recovery outlets and more longer term options such as 3 or 6-month programs."

Other participants shared: "Even when there are treatment centers available, there are access issues – money, geography, insurance." "People coming from jail are given priority over people who want treatment." "It's hard to get healthy when you don't have enough food to eat. Treatment programs don't have enough funding."

FINDING 2: There is a perception that trauma, PTSD and mental health issues including depression and anxiety are some of the underlying causes for alcohol and drug use. Additionally, there is a belief that there are insufficient mental health services to help people get appropriate care instead of using alcohol and drugs to cope.

Numerous community members talked about how trauma such as abuse, neglect, family separations or incarcerations impact individuals and families, and are often major underlying factors in substance use. Women in recovery programs also discussed the importance of childcare and supports for young mothers who are seeking treatment and long-term sobriety in order to keep families together and prevent further generational trauma.

One participant shared: "Kids are hurting. There are severely depressed at 11-12 years of age. They listen to dark lyrics. They are taking any drug they can find – Advil, Nyquil, prescription drugs, alcohol, marijuana. They take drugs because they don't want to be awake."

Another participant shared: "Me and my mom had to flee from my abusive father, which caused us to be poor and to survive by shelter hopping. When I was a teenager my dad came back into my life. He was still using meth and was very abusive and mean. My dad was diagnosed with bipolar disorder and he used meth and heroin to deal with his symptoms and trauma triggers."

FINDING 3: Treatment is seen more broadly than inpatient treatment programs. Participants talked about the need for effective work programs, mentoring and job training, education, housing, childcare and an opportunity to participate in society in a positive way.

Participants discussed the importance of providing support with employment, education, housing and childcare to provide stability and safety as a core function of treatment. Additionally, community members talked about the critical importance of addressing these life issues at times of transition (e.g., transitioning from jail to the community or from shelter or temporary housing).

FINDING 4: Medication Assisted Treatment (MAT) capacity needs to be expanded and promoted, and made more generally available in the community and in correctional settings**.** Numerous individuals reported successful treatment with Suboxone programs and recommended that these programs be expanded.

One participant shared: "Treatment programs work for those who do want help. For the people who are working the program it works. For me my Medication Assisted Treatment (MAT) and Intensive Outpatient Program (IOP) have helped."

Another participant shared: "Treatment programs are not working because they are abstinence-based. My son tried rehab at several centers – all abstinence-based and none of them worked. He was kicked out of every one of them due to relapse. He was able to get drugs in rehab, and he made other contacts with drug users at rehab. Addicts have a disease that needs treatment or relapse will happen. Suboxone stopped the relapses and my son only got better through Suboxone and the support of the LEAD program. Family involvement and counseling is crucial to an individual's success as well."

FINDING 5: The community needs to build detox capacity and programs.

Numerous individuals reported the need for expanded detox capacity. Detox or detoxification is the biophysical withdrawal process that occurs when a person abruptly stops using drugs or alcohol following sustained use of those substances. This is a medically fragile period of time, and treatment providers often do not have the capacity to supervise this process. This can limit treatment options for people who desire treatment.

C. HARM REDUCTION

FINDING 1: There is a lack of awareness of existing harm reduction practices in the community.

Though some individuals were aware of needle exchange and Narcan distribution and training, they also believed that additional outreach and education is needed. There is a lack of knowledge about the 911/Good Samaritan law.

FINDING 2: There is a perception that harm reduction services need to be expanded and promoted through outreach and education to users, families and the community at large.

There is broad support for expanded needle exchange programs, and more education and distribution of Narcan. Other ideas promoted by participants include "free drunk rides", safe consumption sites, heroin assisted treatment and increased outreach by professionals that get out in the community to encourage users to make healthy decisions about the "safe use of drugs" and help them get healthy through screenings for diseases.

One participant shared: "Reducing stigma would help people stay alive. My pride hindered my own ability to get support. It took me awhile to participate in the safe needle exchange program after witnessing people use dirty needles repeatedly. Continue the distribution and overdose prevention in our community. Again, de-stigmatizing drug use in out community is key in keeping people alive."

D. EMERGENCY RESPONSE/PUBLIC SAFETY

FINDING 1: There is a perception that the Fire Department/Emergency Medical Services personnel are there to help everyone in the community and have been helpful to alcohol and drug users in crisis.

One participant shared: "The Fire Department has really helped me. I hear that in group therapy too. They are helping a lot of people."

FINDING 2: Community members believe that law enforcement personnel are primarily focused on measures such as incarceration and criminal conduct, and are not well situated to deal with drug use or mental health crisis issues.

There is a perception that local law enforcement is short-staffed and stretched thin, and not particularly focused on community policing or rehabilitative responses. Individuals in recovery programs suggested that additional education is needed for law enforcement personnel to increase understanding about addiction as a disease and ways to deal with people suffering from addiction and those with mental health problems. Community members who were aware of the LEAD program shared that the officers in the LEAD program were helpful.

One participant shared: "LEAD works and should be expanded. I have the utmost respect for the people who work with this program. It is the only approach that worked for my son. LEAD uses a harm reduction approach – when they relapse they are not kicked out – they acknowledge that addicts are going to relapse and they work through this with them. An addict is a human being. I stopped referring to my son as an addict. He is a human being with a disease."

Another participant shared: "I think an option for treatment would help. The jails make money and cause bad things. I went to jail for six months for an empty syringe!"

And another participant shared: "Law enforcement has a real issue with racism and judgment. They are hired to serve and protect, yet they choose to judge. A lot of times their jadedness prevents them from being helpful to the community."

FINDING 3: Participants, especially individuals from the immigrant community, feel targeted, criminalized and over-policed because of their race, national origin, language, and economic status.

There is a perception that there is a double standard when it comes to how law enforcement and the law in general treat Latino immigrants, people of color, and poor people.

One participant shared: "I work as a bartender at private parties, and I see high society people, even elected officials, drive away drunk. But in these rich areas of town, there are not police waiting to catch them, only in poorer areas. Being poor is a crime."

One participant shared that police need help understanding the short and long-term impact of drug arrests on whole families. It was pointed out that police show up to arrest people, but they do not offer alternatives. They do not give family members information about treatment or counseling programs.

Another participant shared a traumatic experience she had at home with her children when the SWAT team arrived looking for drugs. When nothing turned up and no arrests were made, the officers were unapologetic, dismissive and rude.

FINDING 4: There is a lack of awareness of alternatives to incarceration such as the Santa Fe County LEAD program.

There is a lack of awareness in the community about the LEAD program and its effectiveness in both decreasing arrest rates and assisting individuals with treatment. When informed about the existence of the program, most participants were in support of expanding the program and educating the community about its effectiveness.

FINDING 5: There is a perception that incarceration worsens problematic drug use, as individuals do not have adequate opportunities for treatment, medication assisted treatment or mental health care while in jail.

Numerous individuals shared stories of harsh conditions they experienced while in jail including inadequate food and harsh living conditions. There are also limited opportunities for treatment or medication-assisted treatment, and inadequate support for helping with the transition back to community.

One family member shared: "At first I thought my son would be safe from drugs when he was arrested and in jail, but it turned out that he had as much access to drugs in jail as he did on the street (heroin that he would get from other inmates). The conditions in the jail were really harsh – limited heat, food and counseling support while in jail – and certainly no treatment."

Another participant shared: "Addicts should never be incarcerated for drug use alone. When my dad was in prison, he was given Lithium and it helped, but he could not stay on Lithium out in the community. He didn't get any social or health services support."

FINDING 6: In general, participants are open to decriminalization of cannabis, both for medical purposes and for recreational use.

One participant shared: "I think we need to legalize cannabis. It's not a drug - it's medicine. As a personal card holder I have maintained recovery from heroin for over ten years."

10

II. Feedback from Stakeholders in the Community

A. PREVENTION

FINDING 1: There is a widely held perception that alcohol use is widespread due in part to its being more socially acceptable as a legal substance, yet is extremely harmful. Prevention efforts must address alcohol abuse in addition to drug use through outreach and education of adults, families, youth and children.

Alcohol's harmful effects include alcohol-related health problems and deaths, injuries, DWI's and are also a factor in domestic violence, unplanned pregnancies and suicide deaths. It is estimated that 10 percent of hospital admissions and the majority of EMS calls are alcohol-related. Poly-substance use was also highlighted as a major issue, with use of heroin, meth, and opioids in combination with alcohol as a common occurrence. Clinicians suggest that individuals with behavioral health issues such as depression, anxiety or other stressors or mental health issues often self-medicate with alcohol or other drugs.

One stakeholder shared: "Alcohol is extremely prevalent and underlies everything; it is under reported, glossed over and minimized. It is a complicating factor to liver disease and many health and safety issues."

Another stakeholder added: " We are not seeing marijuana related calls at this point, not as much as we see alcohol related calls such as individuals detoxing on the street due to a lack of a medical detox environment." Another stakeholder added that the current detox facility has limited capacity as a licensed "social detox".

FINDING 2: Intergenerational substance abuse is a significant issue and there is a need to break the cycle of family alcohol and drug use.

EMS and law enforcement providers shared experiences of emergency or overdose calls where children or other families are present and affected. There is a need to address intergenerational drug use. Stakeholders often witnessed examples of heroin use among two generations of family members. There was also concern raised around ensuring women who give birth to babies who are exposed to alcohol and drugs are provided with adequate support to prevent further trauma.

One participant shared: "We are seeing more drug exposed newborns at the hospital when we screen babies at birth. Others expressed concerns about the nature of screening and whether alcohol is adequately screened and addressed."

FINDING 3: Problematic employee alcohol and drug use affects local business as employers report that hiring and retention can be problematic. Employers also believe stigma is a barrier to seeking treatment.

Business leaders reported that stigma prevents the community from with dealing with alcohol and drug abuse effectively. There is a perception that stigma surrounding opiates is not as profound as other drug use.

One participant shared: "I have a concern that even though alcoholism and addiction are diseases, community conversations are often shame-based. There is a need to model a different way of perceiving this issue and dealing with it as a community."

FINDING 4: The City could do a better job of informing the community of services and resources, and should support education and prevention efforts targeted at children, youth and vulnerable adults and families.

There was consistent support for more education including information on the effects of drug and alcohol use for children at an early age. Law enforcement personnel also suggested the importance of having affordable youth and community activities and programs including mentorship resources for youth and families.

One law enforcement personnel shared: "Young people need activities and places to go. There is nothing in Santa Fe for young people." Others shared concerns around lack of employment, school or activities creates a sense of boredom among youth that is then filled with experimentation with substances.

B. TREATMENT

FINDING 1: Stakeholders consistently reported that increased behavioral health services are needed, both mental health services (including early screening) and a range of treatment options for substance abuse. It was proposed that there is not one treatment method that will work for all individuals, but that there needs to be a range of options provided to meet people "where they are."

Stakeholders suggest the need for a definition of treatment that is broad enough to address the spectrum of alcohol and drug use for those who don't want treatment and those who do. Stakeholders reported that there is a broad spectrum of needs and readiness for treatment, with some individuals needing services such as mental health counseling, housing, healthy food, employment or other necessary supportive services instead of formal alcohol or drug treatment. Others individuals need harm reduction services to keep them healthy and alive. And individuals who are motivated or ready for treatment, need a treatment option that works for them. For some, medication assisted treatments are key to recovery. Others may select inpatient or outpatient rehab programs, with additional community support. Stakeholders stressed the importance of providing treatment for co-occurring disorders, and to broaden the focus to serve individuals through a continuum of care.

FINDING 2: There is a need for a community-based, coordinated system of care with programs and services for both mental health and substance abuse that address the social determinates of health.

There is a common perception that making improvements in the coordination of care across the many systems that interact with individuals is key to effective screening, assessment and interventions. Coordination of care was seen as essential to prevent individuals from falling through the cracks in the system. Support services for homeless and vulnerable people around the social determinates of health are also essential to address (housing, transportation, healthy food, etc.). Community members highlighted that the current housing crisis is a major contributing factor to substance use. It was suggested that when people don't have housing or are living in precarious housing, substance use is often a factor of survival. Examples given include those individuals who use uppers to stay awake and alert at night to avoid being victimized, or downers to be able to sleep in a loud disruptive shelter environment.

Stakeholders point out that crisis often occurs during transitions and points to the need to focus on how individuals are served at points of contact/transition at the time of hospitalization, emergency room admission, and incarceration discharge. Shared information between agencies would help providers better coordinate care and support services, and result in better care than when an agency operates in their own silo. It was suggested that there are many evidenced-based models across the country that have been implemented in ways that address HIPPA and other restrictions that could be adopted in the Santa Fe community.

The following are a sample of ideas shared by participants of what could be accomplished through coordination of resources: Better transitions from ER admission to MAT treatment programs or other treatment providers, or provision of Suboxone in ER with referral for follow up (referral, adequate prescription meds to cover time to access treatment, address other barriers to successful treatment access at discharge); continuation of MAT services while incarcerated to prevent relapse; post-rehab support to support long-term sobriety with housing, employment and other supports; coordinated transportation solutions with City transportation including regular bus stops at the front doors of medical and behavioral facility sites (e.g. current stop is significant distance from La Familia's facility front door) or other assistance with transportation; lockers for homeless individuals to store their belongings so they are free to attend appointments; and employment opportunities such as the "Better Way" Life Link employment program.

FINDING 2: There is a lack of adequate medical detox capacity and options for those who detox in the hospital but then relapse after discharge due to lack of follow up treatment.

CHRUISTUS St. Vincent is currently conducting seventy chemical dependency consults monthly during inpatient hospitalizations, which provide the opportunity for the patient to detox during their hospitalization. However, often there are not enough spaces in treatment facilities when they discharge and patients often relapse in the community while waiting for a bed in a treatment facility.

FINDING 3: There is a need to expand capacity of medication-assisted treatment programs and to provide counseling and assistance with Social Determinates of Health along with medical care to treat the whole individual.

C. HARM REDUCTION

FINDING 1: Community members suggested that alternatives to keep people healthy and alive should be a priority. Ideas discussed included expanded Narcan distribution and education, safe injection sites, street outreach and education. Stakeholders also recommended expanding the capacity for available needle exchange programs.

Stakeholders propose that efforts to distribute and train the community about Narcan use have saved lives. However, it is believed that these efforts can be strengthened. It is estimated that 85,000 needles are exchanged per month in Santa Fe, however the need is larger that what is currently being provided. There continues to be many needles improperly disposed of in the community and are regularly found in the streets around the neighborhoods where shelters are location, which is a public health concern for the general community.

FINDING 2: Medical providers and pharmacies should provide better education and provide patients with information and alternatives to medications that can addictive or where dosage could be decreased.

There is a need for discussion between medical providers and pharmacists around the use of narcotics and ways to improve communication around prescription practices between clinicians and pharmacists. There is a perception that many of the large box chain pharmacies have little communication with physicians or patients to flag patients at risk and to encourage conversations with patients on complications possible from medication use and alternatives or dosages that would be less risky. There are some instances where people were not aware of the dangers of a medication but were open to getting information on safer medication practices.

One pharmacist shared: "We had an instance of someone on an elephant dose of Oxy and when approached about reducing Oxy intake, obtained cannabis card and made changes to improve his safety. It is important for pharmacists to have non-judgmental conversations with patients related to safer medication practices."

D. EMERGENCY RESPONSE/PUBLIC SAFETY

FINDING 1: Law enforcement personnel and other stakeholders are concerned about law enforcement capacity to address problematic alcohol and drug issues effectively due to staffing shortages, turnover and the size and complexity of the challenges. Stakeholders and law enforcement personnel propose that law enforcement is not best situated to deal with drug and alcohol use.

Forty-two law enforcement personnel participated in the MDTF survey. Law enforcement is often responding to emergencies such as individuals who are publicly intoxicated or drug overdoses, and are on the front line with EMS personnel in finding solutions to these every day crises. Law enforcement and EMS personnel point out that the community lacks adequate resources and coordination to deal with these types of crisis such as detox programs or crisis centers for mental health resources. Law enforcement personnel share that they are often dealing with the same individual multiple times. There is a perception that existing programs are not working well enough to help stop the cycle of addiction for these individuals.

One participant shared: "Currently law enforcement spends an enormous amount of time dealing with alcohol related ambulance assistance calls."

Others shared that cheap and accessible alcohol are extremely problematic, with local stores selling alcohol to intoxicated individuals.

One participant shared: "We deal with a lot of people that are drinking in alcohol in unlicensed public places. Many homeless people drink in city parks. Many of them get hit by cars as a result."

Another shared: "Alcohol plays a major role in domestic violence, assault and battery."

Some law enforcement officers stated that the current system does not seem to be effective in reducing drug-related crimes and are in interested in effective alternatives. There are mixed opinions among law enforcement personnel about the effectiveness of alternatives to incarceration such as diversion programs, and some shared that they believed that the diversion program, LEAD, needs improvement. There was a perception among law enforcement that some individuals manipulate diversion programs to evade punishment and involvement with the criminal justice system. Other community stakeholders such as clinicians and treatment providers believe that diversion programs should be expanded and improved.

FINDING 2: Need to educate clinicians and the community to look at cannabis objectively in terms of potential benefits and risks. There was a high level of support among clinicians for the decriminalization of cannabis, and an interest in exploring the use of cannabis in treating some conditions that are not treated as well with current legal drugs or medications.

FINDING 3: Expansion of Teen Court, Law Enforcement Assisted Diversion (LEAD) Program and other evidenced-based interventions should be explored to intervene earlier and to provide treatment as alternatives to incarceration.

III. Differing Perceptions Among Community Members

Community members and those most impacted by our city's drug and alcohol policies agree that existing policies have been inadequate and to a degree unresponsive to the needs of the community. Community members and individuals most impacted offered suggestions focused on prevention, treatment, and harm reduction to treat drug and alcohol use as a public health issue (that should be addressed together as a community). In order to move towards this vision, suggestions were made to address the stigma that exists around drug and alcohol use and to engage the broader community in conversations and solutions to address the challenges at a community level.

It is also important to highlight areas where there is a disparity in perceptions. These differences create opportunities to bring together stakeholders with different opinions and philosophy and to identify and promote new and more effective approaches.

One area where disparities in perception exist include the way that law enforcement and community members see the role of law enforcement.

Finding 1: There is a difference between the perceptions of law enforcement personnel and community members about the role of law enforcement in dealing with alcohol and drug use as a public health issue. Individuals, family members and community stakeholders generally promote restorative or rehabilitative responses as approaches to improve the health and wellbeing of individuals. Law enforcement officer's perceptions were mixed; however a significant number of responses from law enforcement promote drug policy approaches based on criminalization and punitive measures. These divergent ideas highlight a tension between punitive and restorative/rehabilitative drug and alcohol policy.

Forty-two law enforcement personnel participated in the MDTF survey. Of those responses, there is a perception among law enforcement personnel that their role is to enforce the law and deal with criminal matters to protect the communities they serve. Their training largely reinforces an orientation to arrest individuals in violation of drug/alcohol city ordinances and state statues. Examples of feedback from law enforcement personnel surveyed include suggestions to stop the supply, increase the number of officers on duty, employ different penalties and additional ordinances, and implement mandatory treatment and harsher punishments for repeat offenders. A few community members also raised the issue of stopping the supply of illegal drugs, however there was little to no discussion around the need for increased penalties or harsher punishments.

Alternatively, community members and individuals most impacted tend to believe that punishing individuals for drug use is counterproductive and can do more harm than good in terms of long-term outcomes. Some community stakeholders advocate for a more creative role for law enforcement including community policing and a collaborative approach of working with community partners to connect individuals to treatment and harm reduction resources that will ultimately help to break the cycle of problematic and intergenerational alcohol and drug use.

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Appendix D: The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management

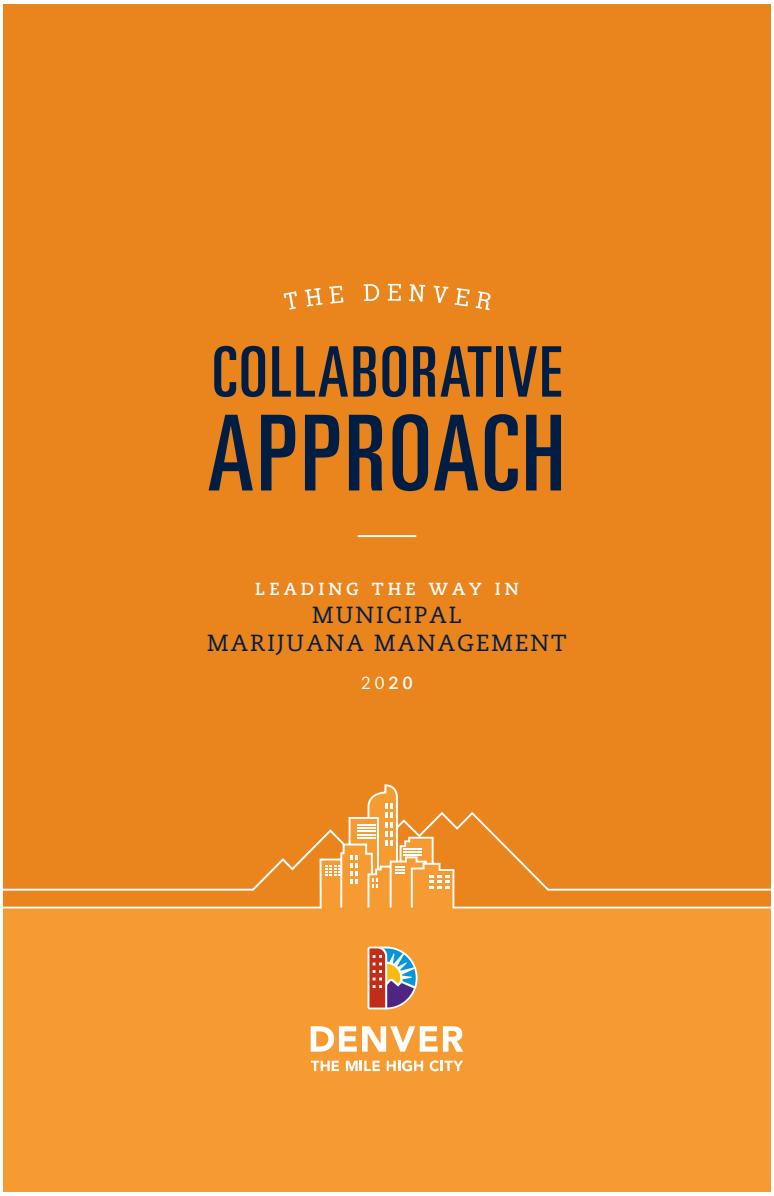


TABLE OF CONTENTS

I	Introduction	2
II	Industry	5
III	Tax, Sales & Revenue	9
IV	Budget	13
V	Accomplishments	16
VI	Enforcement	25

I. INTRODUCTION

MARIJUANA IN THE MILE HIGH CITY

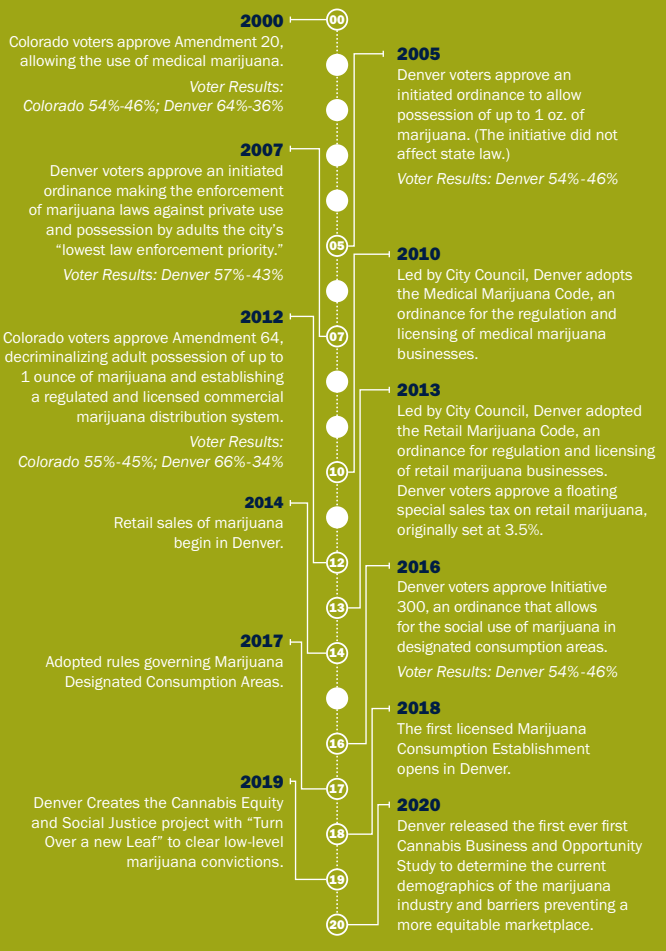
The first retail sales of recreational marijuana in the United States began in Denver on Jan. 1, 2014. Under Mayor Michael B. Hancock, Denver created a collaborative model of marijuana management and emerged as a global leader in marijuana regulation. Denver has embraced a management model that is quick, responsive and nimble because the industry is developing and innovating quickly, and the laws are changing and evolving at an equally rapid pace.

Medical marijuana has been legal in Colorado since 2000, when voters approved Amendment 20. In November 2012, the voters of Colorado approved Amendment 64, which legalized retail marijuana. Since the passage of these amendments, the City and County of Denver has adopted ordinances to regulate, license and tax both medical and retail marijuana.

TIMELINE OF

MARIJUANA SALES & MANAGEMENT

IN COLORADO



2000
Colorado voters approve Amendment 20, allowing the use of medical marijuana.
Voter Results: Colorado 54%-46%; Denver 64%-36%

2005
Denver voters approve an initiated ordinance to allow possession of up to 1 oz. of marijuana. (The initiative did not affect state law.)
Voter Results: Denver 54%-46%

2007
Denver voters approve an initiated ordinance making the enforcement of marijuana laws against private use and possession by adults the city's "lowest law enforcement priority."
Voter Results: Denver 57%-43%

2010
Led by City Council, Denver adopts the Medical Marijuana Code, an ordinance for the regulation and licensing of medical marijuana businesses.

2012
Colorado voters approve Amendment 64, decriminalizing adult possession of up to 1 ounce of marijuana and establishing a regulated and licensed commercial marijuana distribution system.
Voter Results: Colorado 55%-45%; Denver 66%-34%

2013
Led by City Council, Denver adopted the Retail Marijuana Code, an ordinance for regulation and licensing of retail marijuana businesses. Denver voters approve a floating special sales tax on retail marijuana, originally set at 3.5%.

2014
Retail sales of marijuana begin in Denver.

2016
Denver voters approve Initiative 300, an ordinance that allows for the social use of marijuana in designated consumption areas.
Voter Results: Denver 54%-46%

2017
Adopted rules governing Marijuana Designated Consumption Areas.

2018
The first licensed Marijuana Consumption Establishment opens in Denver.

2019
Denver Creates the Cannabis Equity and Social Justice project with "Turn Over a new Leaf" to clear low-level marijuana convictions.

2020
Denver released the first ever first Cannabis Business and Opportunity Study to determine the current demographics of the marijuana industry and barriers preventing a more equitable marketplace.

WHERE ARE WE NOW?

As legalization spreads across the United States, Denver remains squarely in focus. More than ever, the city is looked at to provide guidance on how it effectively implemented and continues to manage the first-of-its-kind sales and commercialization of voter-approved retail marijuana.

Through a far-reaching, collaborative approach, Denver's Office of Marijuana Policy, housed in Denver's Department of Excise and Licenses, supports and coordinates the work of dozens of city employees. The city's dedicated team of experts manage a complex and ever-changing regulatory and licensing process. This work includes legislation to create, improve and clarify ordinances, management of education and health initiatives, social equity, coordination of enforcement efforts, and allocation of enough resources – all in concert with the industry and the community.

In 2019, Denver marked the sixth year of retail sales of marijuana and the sixth year of the Office of Marijuana Policy's operation. Industry growth continues with more than 1,100 business licenses operating out of nearly 500 locations.

More recently, Denver has been developing a multi-pronged approach to ensuring that communities that have been disproportionately impacted by marijuana prohibition can benefit from the legalization of marijuana. Mayor Hancock's Cannabis Social Equity work involves exploring a variety of tactics including the continued use of marijuana tax revenue to support low and moderate-income neighborhoods, obtaining data related to the marijuana industry, vacating low-level marijuana convictions and identifying areas of need in workforce development and licensing ownership and entrepreneurship.

Denver continues its collaborative approach to marijuana management, remaining nimble and flexible to keep pace with the sustained growth of sales and innovation in the marijuana industry, while remaining in constant communication with the industry and residents to ensure balance among many competing interests.

II. INDUSTRY

DENVER'S MARIJUANA INDUSTRY

The City of Denver actively coordinates with its departments and agencies, business owners, residents, neighborhood groups and industry representatives to ensure that it has a robust and effective regulatory system for the city's marijuana industry.

There are fourteen types of marijuana business licenses issued by the City of Denver as of January 1, 2020:

- **Medical/Retail Storefront**
- **Medical/Retail Cultivation**
- **Medical/Retail Infused Product Manufacturer (MIP)**
- **Medical/Retail Testing Facility**
- **Medical/Retail Transporter**
- **Medical/Retail Off-premises Storage**
- **Cannabis Consumption Establishment/Special Event**

NUMBER OF ACTIVE LICENSED MARIJUANA BUSINESSES FROM JAN 2014 TO JAN 2020:

PERIOD	MEDICAL LICENSES	RETAIL LICENSES	UNIQUE
January 2014	731	270	455
January 2015	621	301	414
January 2016	657	392	454
January 2017	682	429	481
January 2018	671	478	492
January 2019	621	479	475
January 2020	474	474	452

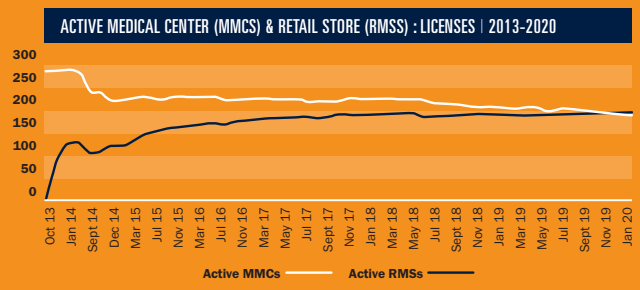
** The decrease from 2014 to 2015 in medical marijuana licenses happened in part because medical marijuana businesses that did not obtain both state and city licenses by July 1, 2014 were required to cease operations.*

** The decrease in medical licenses from 2019 to 2020 happened as a result of the state collapsing one medical license per location.*

NUMBER OF ACTIVE LICENSES BY TYPE OVER TIME:

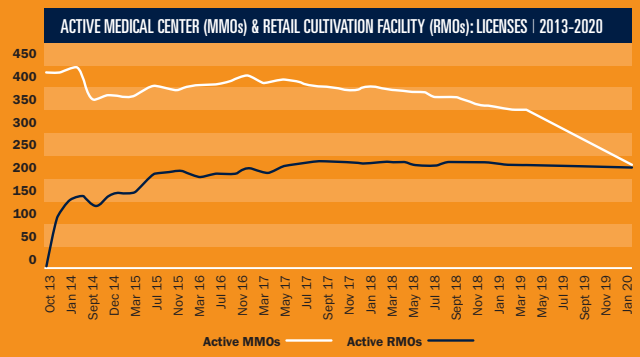
Active Medical Center (MMC) licenses were down -9% from 184 in January 2019 to 167 in January 2020.

Active Retail Store (RMS) licenses increased by 2%, from 167 in January 2019 to 170 in January 2020.

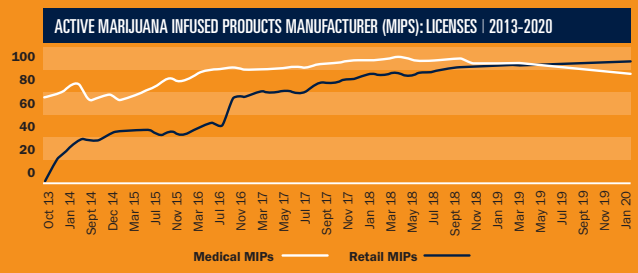


The number of active Medical Optional Premises Cultivation licenses declined -36% from the prior year, down to 214 in January 2020 from 336 in January 2019. This is a result of state law allowing only one medical license per location.

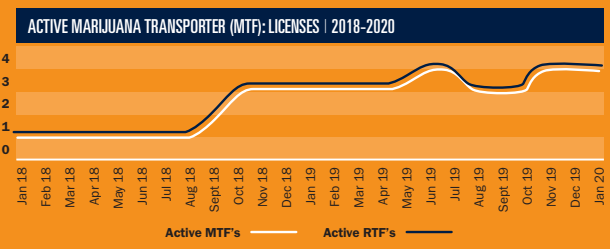
During that same time frame, active Retail Cultivation Facility licenses decreased -7% from 2019 – going from 215 in January 2019 down to 199 in January 2020.



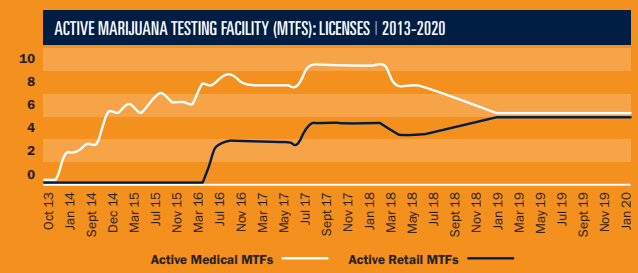
Medical Marijuana Infused Products Manufacturer licenses declined 10% during the same time frame, going from 93 in January 2019 to 84 as of January 2020. Active Licenses for Retail Marijuana Infused Products Manufacturers increased 8% over the prior year, going from 89 in January 2019 to 96 in January 2020.



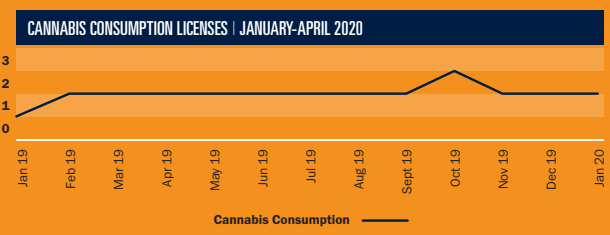
As of January 2020, the City had 4 active Medical Marijuana Transporter licenses and 4 active Retail Marijuana Transporter licenses. Both Medical & Retail Marijuana Transporter licenses increased 33%, going from 3 in January 2019 to 4 in January 2020.



Active licenses for both Medical and Retail Marijuana Testing Facility licenses were unchanged from 5 in January 2019 to 5 in January 2020.



As of January 2020, the City had 2 active Cannabis Consumption licenses. This is up 100% over the single Cannabis Consumption license that was active as of January 2019.



HOW IS MARIJUANA TAXED IN DENVER?

Medical marijuana is subject to standard state and local sales taxes:

Denver Standard Sales Tax*:	4.31%
State Standard Sales Tax:	2.90%
Medical Marijuana Sales Tax:	**7.21%**

**The Denver Preschool Fund directly receives .15% of the city's 3.65% overall standard sales tax. In November 2018, four ballot initiatives were approved by the voters of Denver to increase the standard sales tax rate by a combined total of .66%. All four measures went into effect January 1, 2019 and included sales tax increases for Parks (.25%), Mental Health (.25%), College Affordability (.08%), and Healthy Food (.08%).*

In November 2013, Denver voters approved adding a special sales tax on retail marijuana that could vary from 3.5 to 15.0%. The tax is in addition to standard sales tax and all other applicable state taxes. Since 7/1/17, retail marijuana is exempt from the state standard sales tax, but is subject to both state and local special sales taxes:

Denver Standard Sales Tax*:	4.31%
Denver Special Sales Tax on Retail Marijuana**:	5.50%
State Special Sales Tax on Retail Marijuana***:	15.0%
Retail Marijuana Sales Tax:	**24.81%**

***The Denver Special Sales Tax can increase from 3.5 to 15% when authorized by City Council. In October 2018, there was an increase on the special sales tax from 3.5 to 5.5% to contribute funds towards the city's affordable housing project.*

****Prior to 7/1/17, 15% of the State Special Sales Tax was shared with local jurisdictions. Since 7/1/17, 10% of the State Special Sales Tax has been shared with local jurisdictions.*

MARIJUANA SALES

Denver: Retail Marijuana sales in Denver increased 11% year over year from 2018. Medical Marijuana sales in Denver experienced a 1% decline during the same period.

Colorado: Retail Marijuana Sales in Colorado increased by 15% from 2018 to 2019. Medical Marijuana Sales for the State of Colorado increased slightly by 2% over the same period.

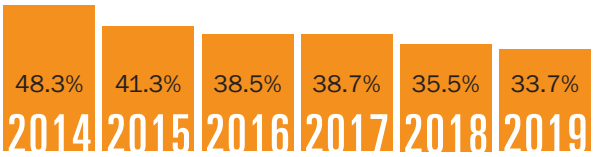
Note: 2014 and 2015 values for Colorado marijuana sales published in previous reports have since updated with current Treasury data.

DENVER MARIJUANA SALES	2014	2015	2016	2017	2018	2019
RETAIL	$149.7M	$219.3M	$291.5M	$377.5M	$392.5M	$434.9M
MEDICAL	$180.1M	$191.4M	$212M	$206.4M	$155.5M	$153.6M
TOTAL	**$329.8M**	**$410.7M**	**$503.5M**	**$584M**	**$548M**	**$588.5M**
TOTAL YOY% CHANGE	–	25%	23%	16%	-6%	7%

COLORADO MARIJUANA SALES	2014	2015	2016	2017	2018	2019
RETAIL	$303.2M	$577.5M	$861.6M	$1.1B	$1.2B	$1.4B
MEDICAL	$380.3M	$418.1M	$445.6M	$416.5M	$332.2M	$338.5M
TOTAL	**$683.5M**	**$995.6M**	**$1.3B**	**$1.5B**	**$1.5B**	**$1.7B**
TOTAL YOY% CHANGE	–	46%	31%	15%	3%	13%

HOW MUCH OF COLORADO'S TOTAL MARIJUANA SALES COME FROM DENVER?

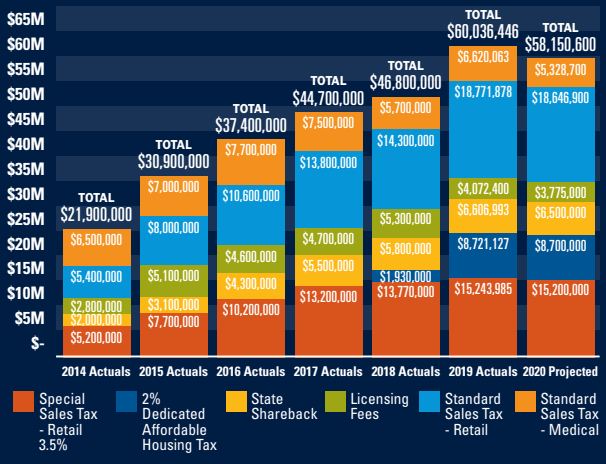
The following results are total Denver marijuana sales / total Colorado marijuana sales. From 2014 – 2019, Denver's portion of Colorado marijuana sales has declined by 15%, from 48.3% in 2014 to 33.7% in 2019. This indicates marijuana sales increased outside of Denver (at a higher rate than occurred within Denver) during the 2014 - 2019 period.



HOW MUCH REVENUE IS GENERATED IN DENVER FROM MARIJUANA?

Marijuana is helping to pay for the resources the city must put toward the robust regulation and enforcement involved with the responsible implementation of legalized marijuana.

However, it's important to understand that marijuana revenue constituted about 4.3% of the city's general fund revenue in 2019.



Total General Fund Revenue/Marijuana Revenue as a % of General Fund Revenue

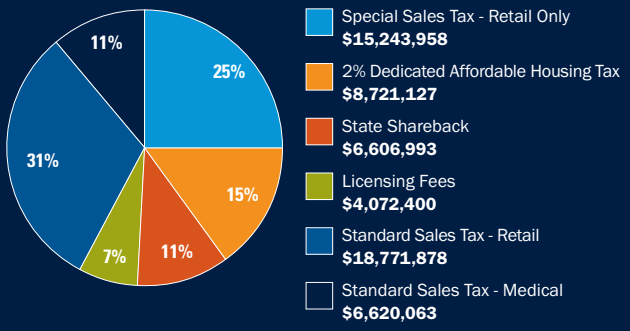
2014 Actuals	2015 Actuals	2016 Actuals	2017 Actuals	2018 Actuals	2019 Actuals	2020 Projected
$1,124,674,402	$1,204,306,900	$1,238,208,804	$1,309,418,915	$1,343,348,264	$1,406,061,854	$1,485,509,355
1.95%	2.57%	3.02%	3.41%	3.5%	4.3%	3.9%

**2020 revenue projections are based on 2018 and 2019 actuals and other revenue forecasting tools available in the Fall of 2019 during the development of the 2020 budget. 2020 projections will be updated for the 2021 budget process based on more recent revenue information.*

** "Shareback": The State of Colorado contributes a portion of its 15% special sales tax on retail marijuana back to the City of Denver and other local Colorado jurisdictions with retail marijuana sales*

- Overall 2019 Revenue from Marijuana in Denver increased 28% over 2018.
- State Shareback revenue in 2019 was up 14% over 2018.
- 2019 revenue from Licensing Fees decreased 23% from 2018.
- Medical Sales Tax revenue was up 16% in 2019, compared to 2018.
- Retail Sales Tax revenue increased 31% in 2019, compared to 2018.
- Retail Special Tax revenue went up 11% in 2019, compared to 2018.

MARIJUANA REVENUE SOURCES FOR 2019 TOTAL: $60M



Through the special sales tax revenue and state shareback funds, the city has funded marijuana regulation, enforcement, and education.

- These funds go into the city's general fund and are allocated toward Denver's immediate needs to responsibly regulate the marijuana industry, enforce the law, and educate the public about marijuana with a focus on youth.
- The licensing fees and retail standard sales tax collected go into the city's general fund to pay for city services, as is the case with medical marijuana taxes collected.
- In October 2018, the special sales tax for retail marijuana was increased by 2%, from 3.5% to 5.5%. This additional 2% is dedicated to affordable housing programs and is projected to generate $8.7 million in 2020.

IV. BUDGET

WHAT DOES THE CITY DO WITH THAT REVENUE?

All of Denver's marijuana-related revenue goes to the city's general fund to pay for city services. The city first allocates the special retail sales tax and state shareback to fund the key areas of:

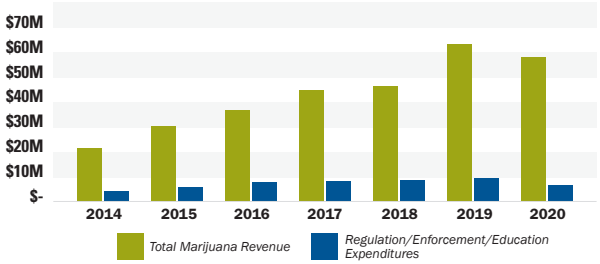
- **Regulation**
- **Education**
- **Enforcement**

Of the projected $21.7 million that can be appropriated for marijuana-specific spending in 2020, the city has budgeted **$7.4 million** in expenditures across city departments and agencies for regulation, enforcement, and education efforts.

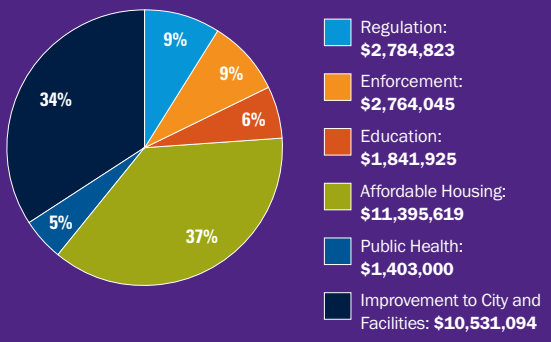
Additionally, in 2020, $23.4 million from marijuana-related revenue was appropriated to add investments for deferred maintenance, affordable housing, opioid intervention and other one-time equipment costs.

Finally, the standard sales tax received from retail and medical marijuana and the revenue from marijuana licensing fees ($27 million in 2019) is treated the same as the city's other sales tax revenue sources (such as clothing and other goods) in that it goes into the general fund and is spread across the city for a variety of general operating needs (libraries, parks, recreation programs, street maintenance, auditors, attorneys, etc.).

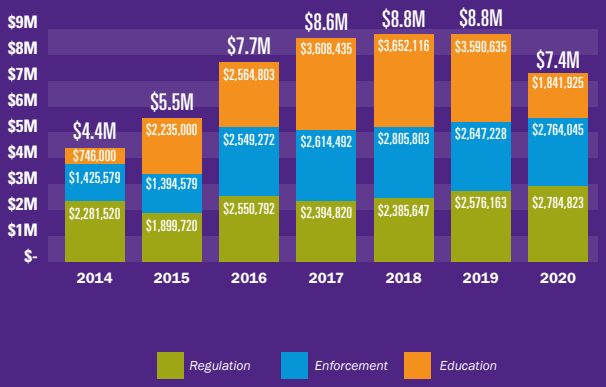
GENERAL FUND REVENUE AFTER REGULATION, ENFORCEMENT, EDUCATION



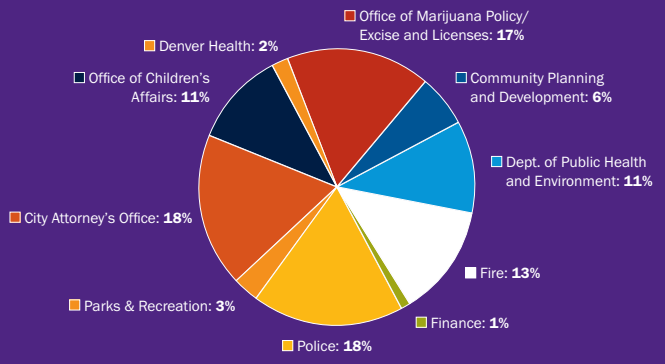
2020 RETAIL MARIJUANA SPECIAL SALES TAX AND STATE SHAREBACK ALLOCATION



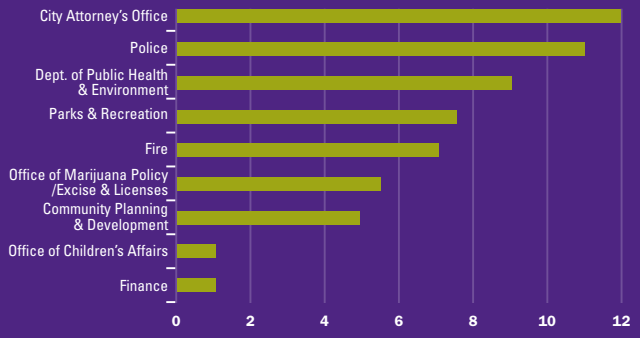
REGULATION, ENFORCEMENT, AND EDUCATION EXPENDITURES:



2020 DISTRIBUTION OF MARIJUANA REGULATION, ENFORCEMENT, AND EDUCATION COSTS BY DEPARTMENT:



2020 BUDGETED MARIJUANA-RELATED FTES



MARIJUANA EQUITY AND SOCIAL JUSTICE

EQUITY THROUGH MARIJUANA TAX REVENUE.

All our work in Denver is done through a race and social justice lens, and the budgeting of cannabis tax dollars is no different. The Office of Marijuana Policy has made it a priority to ensure the equitable distribution of marijuana revenue, and from 2014 to 2019 we were able to:

- Dedicate a portion of marijuana taxes that helped Denver double the affordable housing fund from $15 million to $30 million to **build more than 6,000 units**, which supports housing for many people including those who have been economically disadvantaged due to the failed war on drugs.
- **$9.3 million** of the funds dedicated to affordable housing in 2019 are from Denver's special recreational marijuana tax.
- The City has dedicated more than **$10 million** from Denver's special sales tax on recreational marijuana to fund **free after-school and summer programs for youth**, with a focus on underserved communities. This education funding also includes support for diversion programs, with a focus on high-need areas in Denver.
- Marijuana tax dollars are helping to upgrade parks and recreation centers in Denver, including the opening of Denver's first truly urban style recreation center called the **Carla Madison Recreation Center** in 2018. Funding for this recreation center included **$3.2 million** from marijuana tax proceeds.

Other than committing marijuana tax dollars, through our multipronged approach to cannabis equity, we intend to:

- Decrease barriers to entry in the industry by exploring financial, technical, and business support.
- Create a workforce development tool for those interested in beginning a career in the marijuana industry that would allow for training and professional development.
- Promote criminal justice restitution through our Turn Over a New Leaf program.

LICENSING, OWNERSHIP AND WORKFORCE DEVELOPMENT

For decades, the war on drugs has significantly impacted our communities, with disproportionately harmful impacts on communities of color. The effects of prohibition and its consequences can negatively affect many aspects of a person's life, including employment, education, economic earning potential, qualification for government benefits and programs, and immigration status proceedings.

The challenge of today's post-legalized world is also our opportunity: the legalization of adult-use cannabis presents a chance to learn from the past and to create accountable mechanisms to achieve **shared prosperity**. We must now work together to foster more equitable access to participation in the cannabis industry, including promotion of ownership and stable employment opportunities.

To date, our team has **spoken with over 300 people**, including social justice advocates, marijuana industry owners and employees, and people who wish to enter into the cannabis industry. Our goal is to gather input on the City's long-term plan to support a social equity program.

TURN OVER A NEW LEAF MARIJUANA EXPUNGEMENT PROGRAM AND CLINICS

Turn Over a New Leaf is a program where Denverites can apply to vacate and seal low-level marijuana criminal convictions that happened in Denver before legalization. To date, we have received **538 applications**, which have resulted in **85 convictions being identified** as eligible for the program.

Denver held **five clinics** in different locations throughout the City. Criminal and immigration volunteer attorneys were present to assist attendees. Our team **went to the City and County Jail five times** in 2019 to guarantee that the incarcerated population has access to this resource. We continue to schedule future visits.

We **invested more than $25,000** in City resources to create the program, staff clinics, and promote the program through community outreach, media relations and digital communications.

THE DENVER COLLABORATIVE APPROACH IN ACTION

Governments across the U.S. and the world are tackling – or are preparing for – the new and evolving challenges that come with the regulation of legalized marijuana. On the leading edge of this challenge, Denver is committed to ensuring that its regulations address both current and future issues.

Change continues in Denver and Colorado at a rapid pace and the collaborative approach enables the city to respond quickly and effectively to address issues as they arise.

Denver partners with city agencies, departments, institutional stakeholders, and the community to develop sensible policies which balance the needs of industry, consumers, families, and neighborhoods and preserve Denver's quality of life, public health, and safety.

Under the leadership of Mayor Hancock, the city has adopted a collaborative model to manage marijuana, which includes multiple agencies working together to preserve, protect, and enhance Denver's excellent **quality of life**. This work is grounded in the city's priorities of marijuana management, including **robust regulation**, **strict enforcement**, and **effective education**.

PUBLIC EDUCATION & COMMUNICATION

Youth Prevention & Education

Denver once again committed millions of retail marijuana sales tax dollars to be distributed to youth-serving organizations by the city's Offices of Children's Affairs and Behavioral Health.

MORE THAN

$16 MILLION of marijuana revenue from 2014-2019 has been granted to these important programs to protect and educate our youth.

The "Healthy Lifestyles for Youth" funds administered by Children's Affairs support quality afterschool and summer programs in over 50 organizations, supporting more than 10,000 youth.

- The funds leverage existing best practices and processes to enhance quality programs and promote pro-social activities to youth living in an environment with legalized marijuana.
- The funds utilize youth development programs as a place for early education and as a first step to preventing marijuana use.
- To help youth build the skills they need to make positive, healthy lifestyle choices, existing programs already using effective positive youth development and social-emotional learning strategies were provided additional funding to expand or enhance services.
- With that money Denver was also able to create a Marijuana Curriculum, designed to teach youth the different facts about marijuana and underage use. The curriculum is available at afterschool programs serving middle school students.

The Diversion Accountability and Behavioral Health funds administered by the Office of Behavioral Health Strategies provided seven programs with funds for intervention, treatment, education and other alternatives for approximately 4,321 youth and young adults who have violated a city or state law or school code in 2019. **The funds help:**

- Create alternative consequences for unlawful marijuana use or possession.
- Prevent further involvement of youth and young adults in the justice system.
- Improve outcomes for youth through coordinated services.
- Reduce and address the potential harm of substance use.
- Promote sharing of best practices and other networking opportunities for youth serving professionals.

IN DECEMBER 2017, THE CITY AND COUNTY OF DENVER LAUNCHED THE HIGH COSTS CAMPAIGN FOR YOUTH AGES 12-17 to educate Denver youth about marijuana so they can make an informed decision not to use underage. The campaign is focused on providing facts and encouraging peer to peer conversation.

HIGH COSTS

WWW.THEHIGHCOSTS.COM

- To date, the High Costs campaign has garnered over 241 million media impressions, or views, including a feature on CBS This Morning. A recent survey showed that 75 percent of teens aware of the High Costs campaign said that its messaging discouraged them from using marijuana.
- The campaign can be found online at **TheHighCosts.com**.

Information & Outreach

- Sponsored a Denver Police radio campaign educating listeners about Denver marijuana laws, responsible consumption and safe storage.
- Continued collaboration with the State of Colorado's education campaigns and continued to serve on the state's Marijuana Education Oversight Committee.
- Updated Denvergov.org/MarijuanaInfo website
  - Made various "Know the Law" updates and created a hub for all state and local laws and regulations.
- Attended community meetings of all stripes, including:
  - Registered Neighborhood Organization meetings
  - City Council district gatherings
  - Inter-Neighborhood Cooperation committee meetings
  - Other community meetings

PUBLIC EDUCATION & COMMUNICATION CONTINUED

Collaboration & Communication

- Participated in Mayor Hancock's quarterly Cabinet in the Community.
- Continued to present updates to the Downtown Denver Partnership, Visit Denver, the Denver Chamber of Commerce and other groups upon request.
- Continued conference calls with other states that have legalized marijuana.
- Continued to host information briefings for other jurisdictions, states and countries requesting information on how Denver regulates marijuana.
- Supported the "Policy and Practice Summit" sponsored by the Denver Afterschool Alliance.
- Met with neighborhood groups, SMART Colorado, nonprofits and other entities requesting information about marijuana.
- Coordinated with Denver Health on collecting data related to marijuana public health impacts.
- Continued to participate in the Denver Partnership for Youth Success working group.
- Created the Equity Governance Work Group and the Community Cannabis Equity and Social Justice Committee.

Industry Outreach

- Continued to educate the industry through regular Marijuana Informational Bulletins on new and changing regulations.
- Assisted as needed with other efforts including Denver Department of Public Health and Environment's Cannabis Sustainability Newsletter and best practices manual.
- Held quarterly check-in meetings with the marijuana industry.
- Held special meetings, as needed, on educational topics or for input on policies, procedures and regulations.
  - Invited industry members to participate in the Community Cannabis Equity and Social Justice Committee.
  - Invited industry members periodically to attend internal meetings to brainstorm, report out, and provide an industry viewpoint.
- Attended industry association meetings of the Marijuana Industry Group, Cannabis Business Alliance, and Colorado Cannabis Chamber of Commerce.

- Attended industry-sponsored educational events, tours and briefings.
- Continued the Permitting Assistance Team to help businesses navigate social consumption rules and regulations.

Customer Service

- The city continues to develop and publish marijuana informational dashboards that live on the Denver Marijuana Info website.
- Analyzed 311 inquiries to identify frequently asked questions and provide answers.
- Created the option for scheduled appointments for marijuana licensing transactions.

Resource Analysis, Efficiency & Economic Impact

- Continued to ensure that marijuana funds are allocated effectively to different city departments.
- Participated in an Indirect Cost Analysis to identify and quantify the indirect costs of marijuana regulation and enforcement incurred throughout the city.
- Created a mechanism to obtain feedback from internal agencies regarding operational efficiencies, effectiveness of policies, and the quality of the decision-making model.

DENVER MARIJUANA MANAGEMENT SYMPOSIUM

- In 2019 Denver hosted the fourth annual Marijuana Management Symposium to share information with regulators and policymakers from around the world.
- The event spanned two and a half days and hosted 356 attendees and 61 speakers from 3 countries, 17 U.S. states and the District of Columbia. The symposium has become the centerpiece of Denver's collaboration with other governments as the city has become a model for those who are adjusting to newly legalized marijuana or facing the possibility of future legalization.
- The city is committed to exchanging information and best practices with others to contribute to the public good, build better communities and develop common ground for the future.

THE LEADER IN CONSUMER HEALTH & SAFETY PROTECTION

Denver's Department of Public Health and Environment (DDPHE) continues to address consumer safety issues with a focus on mold contamination, ingredients lacking safety information used in smoking and vaping products, and underregulated hemp-derived cannabidiol ingestible products sold for therapeutic or wellness purposes.

In the absence of state and federal public health regulations and guidelines for marijuana products, the city stands in the gap, looking out for its residents and visitors as well as protecting consumer health and safety.

Denver continues to coordinate with other local and state agencies and the marijuana industry to identify potentially harmful marijuana products and place them on hold and/or recall them when necessary.

- In 2019, DDPHE conducted 27 cannabis investigations that resulted in four business recalls.
- Denver has conducted 43 recalls to date in the cannabis program which were due to mold and/or pesticide contamination, unapproved source issues, or shelf stability concerns.

DDPHE collaborated with the Cannabis Health & Safety Advisory Committee to develop an assessment of contaminants in recreational marijuana products sold in Denver and then carried out this assessment in the latter half of 2019.

- The goal of this assessment was to better understand the degree to which contaminants, specifically pesticides and molds, are present in regulated recreational marijuana products sold in the City and County of Denver.
- Although results have yet to be published, preliminary results from the assessment indicate that products sold can be contaminated with molds without dispensary employees' and consumers' awareness. The results from this assessment have many public health, policy, and regulation implications.
- Due to the ongoing COVID pandemic, DDPHE has not yet published results finding from the 2019 baseline assessment.
- The baseline assessment consisted of 25 retail marijuana stores identified to assess contaminants in products on store shelves. DDPHE worked with epidemiological partners at Denver Public Heath to create the assessment methodology. Participating stores were randomly identified for inclusion in the assessment. Current METRC inventory lists were pulled for each store with assistance from the Colorado Marijuana Enforcement Division and were used to randomly identify samples of flower, trim/shake, and pre-rolls. Each sample was tested for pesticides and total yeast and mold by state- and ISO-certified marijuana testing facilities. Results of their respective testing were shared with each facility and will also be shared broadly within a write-up of results at a later date.

Any comments or questions about this assessment can be emailed to phicomments@denvergov.org.

VI. ENFORCEMENT

PATROLLING THE BOUNDARIES OF LAW

Since the legalization of recreational marijuana in 2012, the illegal production and sale of marijuana has continued in Denver. In the first few years, the city experienced a large increase in black market marijuana. Through increased enforcement and collaboration between all city agencies, the City of Denver was able to mitigate many of the issues leading to the increase in black market marijuana. The Denver Police Department remains committed to enforcing all state and local laws pertaining to the illegal production and sale of marijuana.

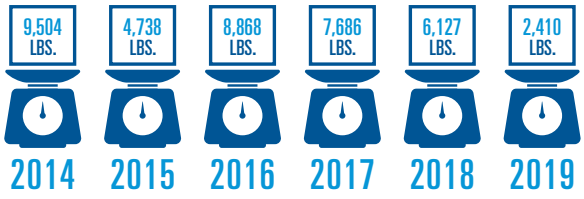
WHAT DOES THE BLACK MARKET LOOK LIKE?

The market for Denver marijuana is very lucrative and extends across the United States. The market takes many forms:

- Internet sales (Craigslist, Facebook groups, etc.)
- Mid-level trading: Continuous market of people purchasing $5,000-$10,000 of Colorado marijuana and transporting/shipping it out of state for resale.
- Large criminal organizations

The city has intensified its focus on those who refuse to play by the rules with increased education and enforcement.

ILLEGAL MARIJUANA PROCESSED BY THE DENVER POLICE DEPARTMENT (DPD) CRIME LAB:



This data only reflects seizures processed through the Denver Police Department crime lab.

- DPD's marijuana team has been involved in numerous operations where marijuana seized was processed by the Drug Enforcement Agency. Those numbers are not reflected here.
  - For example, in 2013, DPD worked with federal agencies and seized more than 10,000 pounds, in one case alone, all of which was processed by the DEA.

POLICE OUTREACH

DPD has worked proactively with marijuana business owners to provide them with crime fighting tips and share best practices with and among marijuana businesses.

- In 2019, DPD continued the district outreach program which allows industry members to meet the commander and officers in their district.
- DPD continued to educate the industry with Crime Prevention Through Environmental Design (CPTED), which provides crime fighting and safety tips.

HOME GROWS

Denver residents can cultivate up to six plants per adult in a household and never more than 12 plants total. Additionally, Denver created a limitation of 36 plants on a non-residential zone lot. Over the last several years, the city has received many complaints of home growing that exceeds the legal plant count.

The city is addressing these issues with:

- Streamlined communication processes between police and city inspectors to help address complaints.
- Increased number of officers working to address illegal home grows.
- Developed an education campaign on home grow safety and how to spot illegal activity.

MARIJUANA CRIME & ARREST DATA

1. Total Marijuana Offenses

Definition: Reported offenses to the Denver Police Department that, upon review, have a clear connection or relation to marijuana. Please contact the Denver Police Department if you have questions about the data reported in this section. Total marijuana offenses accounts for less than 1 percent of overall reported offenses in Denver.

YEAR	MARIJUANA CULTIVATION	MARIJUANA POSSESSION	MARIJUANA DISTRIBUTION	INDUSTRY RELATED CRIME*
2014	19	356	65	175
2015	25	272	60	185
2016	43	189	67	210
2017	52	145	87	139
2018	59	142	71	200
2019	32	77	39	213

YEAR	OTHER NON-INDUSTRY RELATED CRIME**	DUID MARIJUANA	TOTAL MARIJUANA OFFENSES	TOTAL CITYWIDE OFFENSES
2014	107	66	788	61,276
2015	81	73	696	64,317
2016	64	63	636	65,368
2017	62	63	548	66,354
2018	24	92	588	66,023
2019	25	97	483	65,470

The offenses listed in the table above exclude public consumption of marijuana, marijuana prohibited in parks and marijuana on the 16th Street Mall.

** Industry Related Crime entails reported criminal offenses where marijuana businesses were either the victim or the perpetrator of a crime. Approximately 77% of these crimes were burglaries or larcenies that occurred at licensed marijuana businesses.*

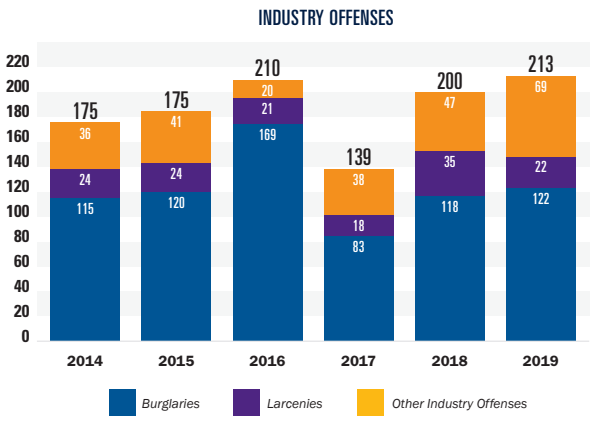
*** Other Non-Industry Related Crime entails reported criminal offenses that are not direct violations of marijuana law and do not have a clear connection to a licensed business, yet marijuana is believed to be the motive for the crime. For example, if someone is growing four marijuana plants in their garage for personal use, and someone breaks into the garage to steal the marijuana plants, that would be considered other non-industry related crime.*

2. Marijuana Industry Related Offenses

Definition: The subset of Marijuana Related Offenses where licensed marijuana businesses were either the victim or the perpetrator of a crime. Marijuana Industry Related Offenses represents less than ½ of 1 percent of overall crime in Denver. In 2019, burglary or attempted burglary accounted for 57% of Marijuana Industry-Related Offenses. Larceny (theft) accounted for another 10% of all Marijuana Industry-Related Offenses.

- **2014:** 175 (0.29%)
- **2015:** 185 (0.29%)
- **2016:** 210 (0.32%)
- **2017:** 139 (0.20%)
- **2018:** 200 (0.30%)
- **2019:** 213 (0.30%)

In 2019, burglary or attempted burglary accounted for 57% of Marijuana Industry-Related Offenses. Larceny (theft) accounted for another 10% of all Marijuana Industry-Related Offenses.



Violent Offenses related to the licensed marijuana industry is rare, with 7 reported in 2013, 8 reported in 2014, 8 reported in 2015, 3 reported in 2016, 6 reported in 2017, 7 reported in 2018 and 22 reported in 2019.

- Note: Violent Offenses includes homicide, rape, robbery, and aggravated assault.
- There were 22 violent offenses related to the marijuana industry in 2019, or one violent offense related to the marijuana industry for every 244 violent offenses overall.
- Marijuana businesses make up less than 1% of all businesses in Denver but account for approximately 10% of all reported business burglaries.

3. Arrests

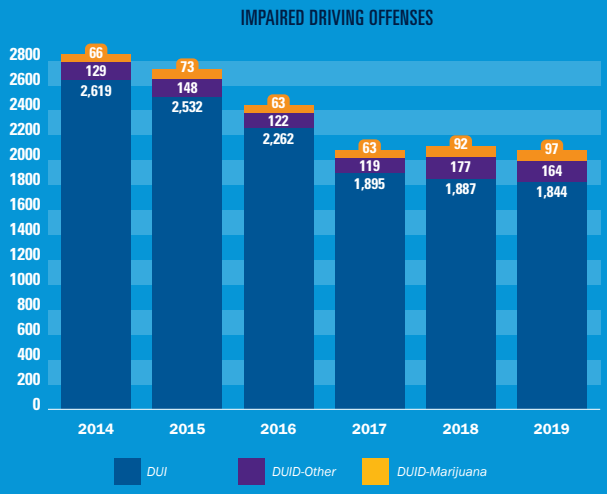
Definition: City and County of Denver arrest data include citations and bookings for violations of marijuana laws in State of Colorado statute and/or City of Denver municipal code. There may be multiple arrests/ citations per reported incident. A citation is a ticket to appear in court and an arrest is when a person is placed in custody.

VIOLATION DESCRIPTION	2018	2019	CHANGE	%
UNLAWFUL EXTRACTION OF MARIJUANA CONCENTRATE	31	4	-27	-87%
UNLAWFUL DISTRIBUTION OF MARIJUANA	283	131	-152	-54%
UNLAWFUL CULTIVATION OF MARIJUANA	181	80	-101	-56%
UNLAWFUL POSSESSION OF MARIJUANA	395	286	-109	-28%
UNLAWFUL PUBLIC DISPLAY / CONSUMPTION OF MARIJUANA	388	167	-221	-57%
MARIJUANA PROHIBITED IN PARKS	122	41	-81	-66%
MARIJUANA BUSINESS LICENSE VIOLATIONS	14	7	-7	-50%
GRAND TOTAL	1414	716	-698	-49%
TOTAL NUMBER OF ARRESTEES PER INCIDENT	1052	551	-501	-48%

IMPAIRED DRIVING ARRESTS

Impaired driving creates a serious public safety hazard. Over the years, overall impaired driving arrests have been on the decline in Denver. This change can be attributed to several factors, including public education campaigns and the rising popularity of ride sharing services.

Marijuana-related DUID (driving under the influence of drugs) arrests have remained fairly consistent over the years, yet they remain a small portion of overall impaired driving arrests. It is important to note that the low volume of marijuana DUID arrests shown here is not indicative of the true frequency of impaired driving, but rather it reflects the difficulties of confirming marijuana-related impairment.



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DENVER

THE MILE HIGH CITY

Appendix E: House Bill 2: Cannabis Regulation Act

AN ACT

RELATING TO CANNABIS; ENACTING THE CANNABIS REGULATION ACT; CREATING THE CANNABIS CONTROL DIVISION OF THE REGULATION AND LICENSING DEPARTMENT; PROVIDING POWERS AND DUTIES; SETTING LIMITATIONS ON SALES AND PURCHASES OF CANNABIS; PROVIDING FOR LICENSURE AND PERMITTING; TRANSFERRING LICENSING AUTHORITY UNDER THE LYNN AND ERIN COMPASSIONATE USE ACT TO THE CANNABIS CONTROL DIVISION; CREATING THE CANNABIS REGULATORY ADVISORY COMMITTEE; CREATING A FUND; AUTHORIZING THE REGULATION AND LICENSING DEPARTMENT TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH INDIAN NATIONS, TRIBES AND PUEBLOS; REQUIRING TRAINING FOR PERMITTEES; ENACTING THE CANNABIS TAX ACT; DISTRIBUTING A PORTION OF THE CANNABIS EXCISE TAX TO MUNICIPALITIES AND COUNTIES; REQUIRING REPORTING; PRESCRIBING PENALTIES; AMENDING, REPEALING AND ENACTING SECTIONS OF THE NMSA 1978.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. SHORT TITLE.--Sections 1 through 42 of this act may be cited as the "Cannabis Regulation Act".

SECTION 2. DEFINITIONS.--As used in the Cannabis Regulation Act:

A. "advertisement":

(1) means a statement or a depiction that is intended to induce the purchase of cannabis products and that

HB 2/a
Page 1

is displayed in printed material or on a sign or other outdoor display or presented in a radio, television or other media broadcast or in digital media; and

(2) does not include:

(a) a sign or outdoor display or other statement permanently affixed to a licensed premises that is intended to induce the sale of a cannabis product produced or sold on the premises;

(b) a label affixed to a cannabis product or the covering, wrapper or container of a cannabis product; or

(c) an editorial or other material printed in a publication when the publication of the editorial or material was not paid for by a licensee and was not intended to promote the sale of cannabis products by a particular brand or company;

B. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink or another product;

C. "cannabis consumption area" means an area where cannabis products may be served and consumed;

D. "cannabis courier" means a person that transports cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

E. "cannabis establishment" means:

(1) a cannabis testing laboratory;

(2) a cannabis manufacturer;

(3) a cannabis producer;

(4) a cannabis retailer;

(5) a cannabis research laboratory;

(6) a vertically integrated cannabis establishment;

(7) a cannabis producer microbusiness; or

(8) an integrated cannabis microbusiness;

F. "cannabis extract":

(1) means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

G. "cannabis flowers" means only the flowers of a cannabis plant;

H. "cannabis manufacturer" means a person that:

(1) manufactures cannabis products;

(2) packages cannabis products;

(3) has cannabis products tested by a cannabis testing laboratory; or

(4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments;

I. "cannabis producer" means a person that:

(1) cultivates cannabis plants;

(2) has unprocessed cannabis products tested by a cannabis testing laboratory;

(3) transports unprocessed cannabis products only to other cannabis establishments; or

(4) sells cannabis products wholesale;

J. "cannabis producer microbusiness" means a cannabis producer at a single licensed premises that

possesses no more than two hundred total mature cannabis plants at any one time;

K. "cannabis product" means a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients;

L. "cannabis research laboratory" means a facility that produces or possesses cannabis products and all parts of the plant genus Cannabis for the purpose of studying cannabis cultivation, characteristics or uses;

M. "cannabis retailer" means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

N. "cannabis server permit" means an authorization that allows a person to directly offer, sell or serve cannabis or cannabis products as part of commercial cannabis activity in a cannabis consumption area;

O. "cannabis server permit education provider" means a person that provides cannabis server education courses and examinations;

P. "cannabis testing laboratory" means a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing;

Q. "cannabis training and education program" means a practical or academic curriculum offered by a New Mexico public post-secondary educational institution designed to

prepare students for participation in the cannabis industry;

R. "commercial cannabis activity":

(1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale or consignment of cannabis products; and

(2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis;

S. "consumer" means a person twenty-one years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale;

T. "contaminant" means pesticides and other foreign material, such as hair, insects or other similar adulterants, in harvested cannabis;

U. "controlling person":

(1) means a person that controls a financial or voting interest of ten percent or more of, or an officer or board member of, a cannabis establishment; and

(2) does not include a bank or licensed lending institution;

V. "cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis;

W. "department" means the regulation and licensing department;

X. "director" means the director of the division;

Y. "division" means the cannabis control division of the department;

Z. "dry weight basis", when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant;

AA. "facility" means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products;

BB. "financial consideration" means value that is given or received, directly or indirectly, through sales, barter, trade, fees, charges, dues, contributions or donations;

CC. "homegrown" or "homemade" means grown or made for purposes that are not dependent or conditioned upon the provision or receipt of financial consideration;

DD. "household" means a housing unit and includes any place in or around the housing unit at which an occupant of the housing unit produces, manufactures, keeps or stores homegrown cannabis or homemade cannabis products;

EE. "immature cannabis plant" means a cannabis plant that has no observable flowers or buds;

FF. "industry standards" means the prevailing customary standards of business practice in the cannabis industry in jurisdictions within the United States;

GG. "integrated cannabis microbusiness" means a person that is authorized to conduct one or more of the following:

(1) production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

(2) manufacture of cannabis products at a single licensed premises;

(3) sales and transportation of only cannabis products produced or manufactured by that person;

(4) operation of only one retail establishment; and

(5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

HH. "licensed premises" means a location that includes:

(1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms;

(2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale sale or retail sale of cannabis products; and

(3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy;

II. "local jurisdiction" means a municipality, home rule municipality or county;

JJ. "manufacture" means to compound, blend, extract, infuse, package or otherwise prepare a cannabis product;

KK. "medical cannabis" means cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act;

LL. "medical cannabis program" means the program created pursuant to the Lynn and Erin Compassionate Use Act;

MM. "medical cannabis registry" means the system

by which the department of health approves or denies applications and issues and renews registry identification cards for qualified patients;

NN. "primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who is responsible for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act;

OO. "public place" means a place to which the general public has access and includes hallways, lobbies and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation;

PP. "qualified patient" means a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act;

QQ. "reciprocal participant" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a

governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

RR. "retail establishment" means a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers;

SS. "superintendent" means the superintendent of regulation and licensing;

TT. "unprocessed" means unaltered from an original, raw or natural state; and

UU. "vertically integrated cannabis establishment" means a person that is authorized to act as any of the following:

(1) a cannabis courier;

(2) a cannabis manufacturer;

(3) a cannabis producer; and

(4) a cannabis retailer.

SECTION 3. DIVISION--POWERS AND DUTIES--RULEMAKING--ADVISORY COMMITTEE CREATED--MEMBERSHIP--DUTIES.--

A. The "cannabis control division" is created in the department to administer the Cannabis Regulation Act and the licensing provisions of the Lynn and Erin Compassionate Use Act and rules promulgated in accordance with those acts. Rules shall be adopted and promulgated as provided in the

State Rules Act.

B. No later than January 1, 2022, the division shall promulgate rules that are consistent with industry standards necessary for the division to carry out its duties pursuant to the Cannabis Regulation Act as follows:

(1) qualifications and procedures for licensure; provided that qualifications shall be directly and demonstrably related to the operation of the applicable cannabis establishment;

(2) security requirements for a cannabis establishment;

(3) requirements related to:

(a) inspection and monitoring of a cannabis establishment;

(b) a cannabis establishment's recordkeeping and tracking of cannabis from seed until sale;

(c) prevention of the sale or diversion of cannabis products in commercial cannabis activity to a person under the age of twenty-one;

(d) labeling of cannabis products packaged, sold or distributed by a cannabis establishment; and

(e) language for labels of cannabis products regarding potential adverse effects;

(4) rules providing that:

(a) a person who is twenty-one years old or older shall not purchase more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis at one time; and

(b) as to commercial cannabis activity: 1) a consumer shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis outside the consumer's private residence; 2) any cannabis in excess of the amounts described in Item 1) of this subparagraph shall be stored in the person's residence and shall not be visible from a public place; and 3) the division shall not limit the amount of tetrahydrocannabinol concentration in a cannabis product; provided that the division may adopt requirements for apportionment and packaging of cannabis products;

(5) rules on advertising and marketing of cannabis products;

(6) rules on how a licensee may display cannabis products for sale;

(7) procedures that promote and encourage full participation in the cannabis industry governed by the Cannabis Regulation Act by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy, rural communities likely to be impacted by cannabis

HB 2/a
Page 13

production and agricultural producers from economically disadvantaged communities;

(8) procedures that promote and encourage racial, ethnic, gender and geographic diversity and New Mexico residency among license applicants, licensees and cannabis industry employees;

(9) rules for a certification process to identify cannabis products for consumers from integrated cannabis microbusinesses or cannabis producer microbusinesses or owned by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy and underserved communities that include tribal, acequia, land grant-merced and other rural historic communities;

(10) in consultation with the economic development department, development of a technical assistance resource guide for rural New Mexico residents who are seeking to establish vertically integrated cannabis establishments, cannabis producer microbusinesses or integrated cannabis microbusinesses;

(11) in consultation with the department of environment, rules to establish:

(a) health and safety standards applicable to the research, production and manufacture of cannabis products;

(b) standards for food and product safety applicable to cannabis products; and

(c) which additives are approved for and prohibited from inclusion in cannabis products; provided that nicotine shall be prohibited;

(12) in consultation with the New Mexico department of agriculture and the department of environment, rules to establish standards for quality control, inspection and testing of cannabis products for potency and contaminants, except for cannabis produced or harvested for research purposes and not for ingestion; provided that all such rules and standards shall be consistent with the rules and standards for testing of medical cannabis products; and

(13) in consultation with the state fire marshal's office of the homeland security and emergency management department, rules with regard to health and safety.

C. No later than January 1, 2022, the division shall promulgate rules that are consistent with industry standards relating to cannabis training and education programs, including:

(1) qualifications and procedures for licensure; and

(2) physical security, cybersecurity and, if applicable, security of information collected under the

federal Health Insurance Portability and Accountability Act of 1996 requirements.

D. No later than January 1, 2022, the division shall promulgate rules in consultation with the New Mexico department of agriculture, the department of environment and the office of the state engineer to establish:

(1) environmental protections; and

(2) protocols to ensure licensees' compliance with state and local laws and ordinances governing food and product safety, occupational health and safety, environmental impacts, natural resource protection, water use and quality, water supply, hazardous materials, pesticide use and wastewater discharge.

E. No later than January 1, 2022, the division shall adopt rules in consultation with the department of health to establish standards and determinations on requirements for reserving cannabis products for sale to qualified patients, primary caregivers and reciprocal participants.

F. The division shall collect and publish annually on the division's website, and present to the appropriate interim committee of the legislature, a report describing demographic data on license applicants, controlling persons and employees of cannabis establishments, including race, ethnicity, gender, age, residential status and whether the

applicants, persons, employees or the locations where the cannabis products are produced, manufactured, sold, tested or researched are located in an underserved rural community, including tribal, acequia, land grant-merced or other rural historic communities.

G. The "cannabis regulatory advisory committee" shall be created no later than September 1, 2021. The committee shall advise the division on the development of rules pursuant to the Cannabis Regulation Act, including best practices and the promotion of economic and cultural diversity in licensing and employment opportunities and protection of public health and safety while ensuring a regulated environment for commercial cannabis activity that does not impose unreasonable barriers that would perpetuate, rather than reduce and eliminate, the illicit market for cannabis. A person appointed to the cannabis regulatory advisory committee shall not hold any ownership interest or investment in a licensed person pursuant to the Cannabis Regulation Act; provided that the superintendent may appoint a person who holds an ownership interest in a licensed person as a nonvoting member. The committee shall consist of the following members:

(1) the chief public defender or the chief public defender's designee;

(2) a district attorney appointed by the New

Mexico district attorney association;

(3) a municipal police chief appointed by the New Mexico association of chiefs of police;

(4) a county sheriff appointed by the executive director of the New Mexico association of counties; and

(5) one member for each of the following groups or professional qualifications, appointed by the superintendent:

(a) a cannabis policy advocacy organization;

(b) a labor organization;

(c) a qualified patient;

(d) a state or local agency with relevant expertise as the director and the superintendent deem appropriate;

(e) an Indian nation, tribe or pueblo with relevant expertise as the director and the superintendent deem appropriate;

(f) expertise in public health;

(g) expertise in regulating commercial activity for adult-use intoxicating substances;

(h) expertise and experience in cannabis laboratory science;

(i) expertise in environmental science;

(j) expertise in small business development;

(k) expertise in water resources;

(l) expertise in other relevant areas as the director and the superintendent deem appropriate; and

(m) previous experience as a cannabis retailer, cannabis producer or cannabis manufacturer and who is a nonvoting member.

H. The cannabis regulatory advisory committee shall elect from among its members a chair and such other officers as it deems necessary. The committee shall meet at the call of the chair, the director or the superintendent. A majority of members currently serving constitutes a quorum for the conduct of business. Members shall serve at the pleasure of the superintendent.

I. Public voting members of the cannabis regulatory advisory committee are entitled to receive per diem and mileage as provided for state employees pursuant to the Per Diem and Mileage Act and shall receive no other compensation, perquisite or allowance.

J. The division shall:

(1) monitor the supply and demand of cannabis products produced in New Mexico by licensees and present annually to the appropriate interim committee of the legislature the impacts of supply on illicit cannabis

products markets and adequate supply of cannabis products for qualified patients and reciprocal participants;

(2) request the department of public safety to enforce the provisions of the Cannabis Regulation Act as deemed necessary; and

(3) undertake studies and conduct courses of instruction for division employees that will improve the operations of the division and advance its purposes.

SECTION 4. DEPARTMENT OF HEALTH--DUTIES--PUBLIC HEALTH AND SAFETY ADVISORY COMMITTEE.--

A. The department of health shall monitor emerging scientific and medical information relevant to the health effects associated with the use of cannabis products and shall monitor changes in cannabis product use, opioid use and alcohol use patterns for children and adults within the state, broken down by county, race and ethnicity.

B. No later than September 1, 2021, the secretary of health shall appoint a "public health and safety advisory committee" composed of no more than fifteen professionals with expertise related to cannabis products through work, training or research in public health, epidemiology, medicine, medical toxicology, poison control, road safety, occupational safety, environmental safety and emergency medicine.

C. Beginning December 1, 2024, the public health

and safety advisory committee shall provide to the legislature, and the department of health shall publish on its website, an annual report on the health effects of legalizing cannabis products for adult use. The report shall include the following elements relating to cannabis product use and, as applicable, the demographics of persons who are the subject of an element:

(1) child access;

(2) road safety and driving while impaired;

(3) workplace safety;

(4) the percentage of emergency room visits and outcomes;

(5) educational needs for children and adults;

(6) consumer and product safety;

(7) the percentage of poison control center calls; and

(8) the impact of cannabis use on rates of alcohol, opioid and other substance abuse.

D. In consultation with qualified patients and primary caregivers, the department of health shall publish an annual assessment report that shall include at a minimum an evaluation of the affordability and accessibility of medical cannabis.

E. Public members of the public health and safety

advisory committee are entitled to per diem and mileage as provided for state employees pursuant to the Per Diem and Mileage Act and shall receive no other compensation, perquisite or allowance.

SECTION 5. DEPARTMENT OF HEALTH--DUTIES--TRANSFER OF LICENSING DUTIES.--Except for administration of the medical cannabis registry, the power, duty and authority of the department of health related to the medical cannabis program shall be transferred to the division on the effective date of the Cannabis Regulation Act.

SECTION 6. LICENSING CANNABIS ACTIVITIES--LIMITATIONS--MEDICAL CANNABIS LEGACY LICENSING--CANNABIS SHORTAGE FOR MEDICAL PROGRAM.--

A. The division shall regulate and administer and may collect fees in connection with the administration of:

(1) commercial cannabis activity and licensing related to commercial cannabis activity;

(2) the medical cannabis program, except for the medical cannabis registry; and

(3) all aspects of cannabis relating to cannabis training and education programs.

B. The division shall follow the provisions of the Uniform Licensing Act when licensing or permitting the following:

(1) cannabis consumption areas;

(2) cannabis couriers;

(3) cannabis manufacturers;

(4) cannabis producer microbusinesses;

(5) cannabis producers;

(6) cannabis research laboratories;

(7) cannabis retailers;

(8) cannabis servers;

(9) cannabis testing laboratories;

(10) cannabis training and education programs;

(11) integrated cannabis microbusinesses; and

(12) vertically integrated cannabis establishments.

C. The division shall include a clear designation on all licenses and permits that indicates whether the license or permit is for medical cannabis activity, commercial cannabis activity or both or for cannabis training and education programs.

D. The division shall issue a license to a cannabis retailer applicant at a discount if the applicant provides documentation of an agreement to accept cannabis products on consignment from a cannabis producer microbusiness or an integrated cannabis microbusiness licensed pursuant the Cannabis Regulation Act.

E. A license is valid for twelve months from the date the license is issued and may be renewed annually, except that a license issued for a cannabis training and education program is valid until terminated by the licensee or suspended or revoked by the division.

F. The director shall not renew a license issued pursuant to the provisions of the Cannabis Regulation Act until the director receives notification from the secretary of taxation and revenue or the secretary's designee that on a certain date:

(1) the licensee is not a delinquent taxpayer; and

(2) there are no unfiled tax returns due from engaging in business authorized by the license.

G. No license shall be transferable or assignable from a licensee to another person. The division shall not allow a person that is licensed as any type of cannabis establishment other than a cannabis research laboratory to hold, directly or indirectly, a cannabis testing laboratory license.

H. Except for verification of age, the division shall not require licensees to request information from consumers or impose any residency requirement upon consumers for the purchase of cannabis products pursuant to the commercial cannabis activity authorized by the Cannabis

Regulation Act. The division may require licensees to request information from consumers for the purchase of cannabis products pursuant to the medical cannabis program, which may include the presentation of legal identification issued by an authorized governmental entity or other documents as required by the medical cannabis program.

I. Except as otherwise provided in the Cannabis Regulation Act, the division shall not limit the number of licensed premises a licensee may occupy or operate under a license. Multiple licensees may occupy a single licensed premises, and the division shall not place any restriction or prohibition on the number of licensees occupying a single licensed premises or on the number of licensed premises of a cannabis establishment except as otherwise specifically provided for by the Cannabis Regulation Act. A licensee may conduct any lawful activity or any combination of lawful activities at a licensed premises; provided that the licensee is not a licensee pursuant to the Liquor Control Act. Smoking in a cannabis consumption area on a licensed premises shall be allowed only if the cannabis consumption area is in a designated smoking area or in a standalone building from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act.

J. Licensees are specifically allowed to conduct

other licensed activities, including activities pursuant to the Hemp Manufacturing Act, except for sales of alcoholic beverages.

K. A person properly licensed and in good standing pursuant to the Lynn and Erin Compassionate Use Act on the effective date of the Cannabis Regulation Act may continue to operate under that license for medical cannabis until comparable licenses for commercial cannabis activity are available. The division shall determine when retail sales of commercial cannabis products begin, but no later than April 1, 2022. A facility of such a licensee, upon issuance of the applicable cannabis establishment license, shall constitute licensed premises of the licensee and the licensee shall be entitled to continued and uninterrupted operations of the licensed premises. As to activity under the medical cannabis program, the licensee shall continue to operate under rules promulgated for the medical cannabis program until the division promulgates rules for medical cannabis activity, except that a qualified patient, a primary caregiver and a reciprocal participant shall not be prohibited from purchasing and obtaining cannabis products pursuant to the medical cannabis program.

L. To address a shortage of cannabis supply in the medical cannabis program, the division may:

(1) require all cannabis establishment

licensees to ensure that at least ten percent of their cannabis in stock on a monthly basis is designated for sale to qualified patients, primary caregivers and reciprocal participants;

(2) initially take reasonable measures to expeditiously incentivize increased production of cannabis plants to remedy a shortage of cannabis supply in the medical cannabis program;

(3) after having first exhausted measures to increase production of cannabis plants to address the shortage of cannabis supply in the medical cannabis program, exclude commercial cannabis activity from the scope of new licenses issued to initial applicants for a vertically integrated cannabis establishment, cannabis producer, integrated cannabis microbusiness, cannabis producer microbusiness or cannabis manufacturer license, which limitation shall be in force for a period of at least six months; and

(4) require licensees who are licensed to produce cannabis to produce a specified quota of mature cannabis plants to be designated for use in the medical cannabis program; provided that:

(a) the division may require a licensee to devote no more than twenty-five percent of the licensee's cultivated cannabis plants on a monthly basis for use in the

medical cannabis program; and

(b) the division may require specific tracking of cannabis plants.

M. As used in this section, "shortage of cannabis supply in the medical cannabis program" means that the average number of cannabis plants in production in the medical cannabis program per qualified patient after the effective date of the Cannabis Regulation Act is substantially less than the average number of cannabis plants in production in the medical cannabis program per qualified patient as of the effective date of the Cannabis Regulation Act, where:

(1) the average number of cannabis plants in production after the effective date of the Cannabis Regulation Act is measured over a period of three consecutive months; and

(2) the average number of cannabis plants in production as of the effective date of the Cannabis Regulation Act is measured over a period of three consecutive months immediately preceding the effective date of the Cannabis Regulation Act.

N. A person who is a member of the New Mexico senate or the New Mexico house of representatives on the effective date of the Cannabis Regulation Act shall not apply for or be granted a license to engage in any commercial

cannabis activity prior to July 1, 2026.

SECTION 7. COMMERCIAL CANNABIS ACTIVITY LICENSING--APPLICATION--ISSUANCE AND DENIAL OF A LICENSE.--

A. A license issued pursuant to the Cannabis Regulation Act shall not be subject to execution, attachment, a security transaction, liens or receivership.

B. In carrying out its commercial cannabis activity licensing duties, the division shall:

(1) no later than September 1, 2021, accept and begin processing license applications for cannabis producers, cannabis producer microbusinesses and any person properly licensed and in good standing as a licensed cannabis producer pursuant to the Lynn and Erin Compassionate Use Act;

(2) no later than January 1, 2022, accept and begin processing license applications for all license types;

(3) require as a condition of licensing pursuant to the Cannabis Regulation Act that the applicant demonstrate that the applicant has a legal right to a commercial water supply, water rights or another source of water sufficient to meet the water needs as determined by the division related to the license as evidenced by documentation from the office of the state engineer of a valid water right or from a water provider that the use of water for cannabis production is compliant with that water provider's rules;

(4) if an applicant applies for a cannabis producer license or a cannabis manufacturer license, in addition to the requirements in Paragraph (3) of this subsection, require that the applicant submit a plan to use, or demonstrate to the division that the applicant cannot feasibly use, energy and water reduction opportunities, including:

(a) for a cannabis producer, drip irrigation and water collection;

(b) natural lighting and energy efficiency measures; and

(c) renewable energy generation; and

(5) allow commercial cannabis activity retail sales no later than April 1, 2022 and otherwise allow activities authorized by the Cannabis Regulation Act or the medical cannabis program as of the time of licensure of a licensee, so long as a minimum of twenty-five percent of monthly cannabis sales are to qualified patients, primary caregivers and reciprocal participants or sold wholesale to other licensees that meet or exceed the twenty-five percent sales to qualified patients, primary caregivers and reciprocal participants until December 31, 2022.

C. Once the division deems an application complete, the division has ninety days to issue or deny a license application.

D. The division shall deny an application for an initial license or renewal if:

(1) the application does not include information required by the division; or

(2) the applicant or a controlling person of the applicant has been convicted of an offense that is substantially related to the qualifications, functions or duties of the applicant's business; provided that if the division determines that the applicant or controlling person is otherwise qualified for a license and that issuing a license to the applicant would not compromise public safety, the division shall conduct a thorough review of the conviction, including the nature of the offense, surrounding circumstances and any evidence of the applicant's or controlling person's rehabilitation following the conviction, and based on that review, determine whether the applicant should be issued a license.

E. For purposes of Subsection D of this section, the following are considered substantially related to the qualifications, functions or duties of a person seeking a license:

(1) a felony conviction involving fraud, deceit or embezzlement;

(2) a felony conviction for hiring, employing or otherwise using a person younger than eighteen

years of age to:

(a) prepare for sale, transport or carry a controlled substance; or

(b) sell, give away or offer to sell a controlled substance to any person; and

(3) any other offense as determined by the division.

F. A conviction for which the related sentence, including any term of probation or parole, is completed for the possession, use, manufacture, distribution or dispensing or the possession with the intent to manufacture, distribute or dispense cannabis is not considered substantially related to the qualifications, functions or duties of a person seeking a license and shall not be the sole ground on which an application is denied. The division shall comply with the provisions of the Criminal Offender Employment Act.

G. The division shall deny an application if an applicant, a controlling person or the premises for which a license is sought does not qualify for licensure pursuant to the Cannabis Regulation Act.

H. The division shall not license a person who has had a license that was issued pursuant to the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act revoked by the division or the department of health in the three years immediately preceding the date on which the

person filed a new application.

I. Unless otherwise provided in the Cannabis Regulation Act, a person whose license has been revoked may reapply for a license after a period of three years. The division may consider all of the circumstances resulting in the revocation in determining whether to issue a new license.

J. The division shall adopt rules providing for submission of an applicant's fingerprints to the federal bureau of investigation to conduct a national criminal history background check and to the department of public safety to conduct a state criminal history check for the following licensees:

(1) cannabis manufacturer;

(2) cannabis producer;

(3) cannabis producer microbusiness;

(4) cannabis research laboratory;

(5) cannabis retailer;

(6) cannabis testing laboratory;

(7) integrated cannabis microbusiness; and

(8) vertically integrated cannabis establishment.

K. The division shall conduct national criminal history background checks and state criminal history checks on the following:

(1) if an applicant is a limited

partnership, each partner of the limited partnership;

(2) if the applicant is a limited liability company, each member of the limited liability company;

(3) if the applicant is a corporation, each director and officer of the corporation; and

(4) any controlling person of the applicant.

L. Arrest record information received from the federal bureau of investigation and the department of public safety shall be confidential, shall not be considered a public record pursuant to the Public Records Act and shall not be disclosed to persons not directly involved in the decision affecting the applicant.

M. Electronic live fingerprint scans may be used when conducting criminal history background checks.

SECTION 8. LICENSEES--DISCIPLINARY ACTIONS--SANCTIONS--CIVIL PENALTY.--

A. A violation of the provisions of the Cannabis Regulation Act by a licensee is grounds for disciplinary action.

B. The division may:

(1) impose an intermediate sanction established by rule;

(2) impose a directed plan of correction;

(3) assess a civil monetary penalty established by rule; provided that a civil monetary penalty

shall not exceed ten thousand dollars ($10,000) per violation; and provided further that penalties and interest recovered pursuant to the Cannabis Regulation Act on behalf of the state shall be remitted to the state treasurer for deposit in the current school fund; or

(4) suspend or revoke the license.

C. The division shall promulgate rules specifying the criteria for imposition of sanctions and civil monetary penalties.

D. The provisions of this section do not apply to occupational health and safety rules promulgated pursuant to Section 3 of the Cannabis Regulation Act.

E. A person aggrieved by an action taken by the division pursuant to this section may request and receive a hearing with the superintendent for the purpose of reviewing the action in accordance with the Uniform Licensing Act.

SECTION 9. APPLICATION AND LICENSING FEES.--

A. Every application for the issuance or renewal of the following licenses shall be accompanied by a license fee in the following specified amounts:

(1) a cannabis courier license, up to one thousand five hundred dollars ($1,500) per year and an additional fee of up to one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(2) a cannabis testing laboratory license,

up to two thousand five hundred dollars ($2,500) per year and an additional fee of up to one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(3) a cannabis manufacturer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(4) a cannabis producer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(5) a cannabis retailer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(6) a cannabis research laboratory license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(7) a vertically integrated cannabis establishment license, seven thousand five hundred dollars ($7,500) per year and an additional fee of one thousand dollars ($1,000) per year for each licensed premises of the licensee;

(8) a cannabis producer microbusiness

license, up to one thousand dollars ($1,000) per year;

(9) an integrated cannabis microbusiness license, up to two thousand five hundred dollars ($2,500) per year and an additional fee of five hundred dollars ($500) per year for each licensed premises of the licensee; and

(10) a cannabis consumption area, up to two thousand five hundred dollars ($2,500) per year.

B. Except for cannabis producer microbusinesses and integrated cannabis microbusinesses, a licensee cultivating cannabis plants shall be assessed an additional annual fee no greater than fifty dollars ($50.00) per mature cannabis plant at the time of licensing or renewal.

C. A licensee may increase the number of mature plants licensed at the time of renewal and one other time per year in increments of five hundred mature plants. Fees may be prorated for the remainder of the licensing year.

D. The initial application fee and the annual renewal fee for a vertically integrated cannabis establishment license shall not exceed one hundred twenty-five thousand dollars ($125,000) for a license for both medical cannabis activity and commercial cannabis activity. The initial application fee and the annual renewal fee for a license or renewal of a license that authorizes only medical cannabis activity shall be one-half the fee applicable to a license authorizing both medical cannabis activity and

commercial cannabis activity.

E. If a cannabis producer microbusiness or an integrated cannabis microbusiness enters into a business arrangement with another licensee with the purpose or having the effect of evading the limitations of the licensee's license, such licensee shall not be eligible for the lower fee prescribed in Subsection A of this section and shall pay the per-plant fee prescribed in Subsection B of this section.

F. The division shall collect all renewal fees, including the renewal fees for all licensed premises, at the time of renewal of a license.

G. The fee for the issuance of a cannabis server permit shall not exceed thirty-five dollars ($35.00).

H. The division shall deposit all fees collected pursuant to the Cannabis Regulation Act in the cannabis regulation fund.

SECTION 10. CANNABIS TRAINING AND EDUCATION PROGRAM LICENSING--SANCTIONS.--

A. The division shall begin licensing cannabis training and education programs no later than January 1, 2022.

B. The division may suspend a license for repeated violations of the same serious and substantial rule promulgated pursuant to the Cannabis Regulation Act pertaining to public health and safety.

SECTION 11. CANNABIS SERVER PERMITS--CANNABIS SERVERS--PERMIT REQUIRED--APPLICATIONS--EDUCATION PROGRAM APPROVAL REQUIRED--ISSUANCE OR DENIAL OF A PERMIT OR APPROVAL--PENALTIES.--

A. The division shall promulgate rules consistent with this section and industry standards for issuance of a cannabis server permit and licenses for a cannabis consumption area. A cannabis research laboratory or an employee of the laboratory is not required to obtain or possess a cannabis server permit while performing activities authorized pursuant to a cannabis research laboratory.

B. The division shall issue cannabis server permits to persons twenty-one years of age or older who satisfy the requirements of this section and rules promulgated by the division. An applicant shall provide proof of satisfactory completion of a program provided by a cannabis server permit education provider approved by the division. A person shall not be employed as a cannabis server on a licensed premises unless that person obtains a cannabis server permit within thirty days of employment.

C. The cannabis server education program curriculum shall include the following subjects:

(1) the effect cannabis products have on the body and behavior, including the effect on a person's ability to operate a motor vehicle when under the influence of

cannabis products;

(2) the effect cannabis products have on a person when used in combination with alcohol or legal or illegal drugs;

(3) state laws concerning cannabis licensure, cannabis liability issues and driving under the influence of cannabis;

(4) methods of recognizing problem cannabis product users and techniques for intervening with problem cannabis product users;

(5) methods of identifying false driver's licenses and other documents used as evidence of age and identity to prevent the sale of cannabis products to a person under twenty-one years of age pursuant to the Cannabis Regulation Act; and

(6) harm reduction practices related to cannabis use.

D. A cannabis server permit is the property of the state and shall be immediately returned to the division upon suspension or revocation or denial of renewal of a permit.

E. Cannabis server permits shall be valid for a period of three years from the date the permit is issued and may be renewed upon providing proof that the permit holder has successfully completed up to four and one-half hours of continuing education and an examination as determined by the

division.

F. In addition to any other penalties provided by law, the following penalties may be imposed for sales, service or dispensing a cannabis product to a person under twenty-one years of age in violation of the provisions of the Cannabis Regulation Act or rules of the division:

(1) the division may suspend a cannabis server permit for a period of thirty days if the director finds that the cannabis server is guilty of a first offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age;

(2) the division shall suspend a cannabis server permit for a period of one year when the division finds that the cannabis server is guilty of a second offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age in violation of the Cannabis Regulation Act arising separately from the incident giving rise to the cannabis server's first offense;

(3) the division shall permanently revoke a cannabis server permit when it finds that the cannabis server is guilty of a third offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age in violation of the Cannabis Regulation Act arising separately from the incidents giving rise to the cannabis server's first and second offenses; and

(4) no person whose cannabis server permit is suspended pursuant to the provisions of this section shall offer, sell, serve or dispense a cannabis product as part of commercial cannabis activity in a cannabis consumption area during the period of suspension.

SECTION 12. LOCAL CONTROL.--

A. A local jurisdiction may:

(1) adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

(2) allow for the smoking, vaporizing and ingesting of cannabis products within an indoor or outdoor cannabis consumption area if:

(a) unless licensed pursuant to the Lynn and Erin Compassionate Use Act, access to the cannabis consumption area is restricted to persons twenty-one years of age and older; and

(b) the cannabis establishment or integrated cannabis microbusiness is located at a minimum distance from a school or daycare center as determined by the local jurisdiction, but which minimum distance shall not be set at any more than three hundred feet from a school or daycare center that was in existence at the time the

establishment or microbusiness was licensed.

B. A local jurisdiction shall not:

(1) prevent transportation of cannabis products on public roads by a licensee that transports cannabis products in compliance with the Cannabis Regulation Act;

(2) completely prohibit the operation of a licensee;

(3) prohibit or limit signage attached to or located on licensed premises that identifies the premises as a cannabis establishment;

(4) require a licensed premises or a cannabis consumption area to be any more than three hundred feet from a school or daycare center that was in existence at the time the cannabis establishment or integrated cannabis microbusiness was licensed;

(5) require an existing licensee at a licensed premises to relocate; or

(6) prohibit a person from producing homegrown cannabis as provided for in the Cannabis Regulation Act.

SECTION 13. LICENSEE PROTECTIONS.--

A. Conduct by a licensee or a licensee representative that is allowed pursuant to a license and conduct by a person that allows property to be used by a

licensee or a licensee representative for conduct allowed pursuant to a license is lawful, not a violation of state or local law and is not a basis for seizure or forfeiture of any property or assets under state or local law.

B. The state or a local jurisdiction shall not impose a criminal, civil or administrative penalty on a licensee, a licensee representative or a person that allows property to be used by a licensee or a licensee representative pursuant to a license, solely for conduct allowed pursuant to a license.

SECTION 14. PROTECTION OF UNDERAGE PERSONS--PROVIDING CANNABIS PRODUCTS TO MINORS--PENALTIES.--

A. Except as allowed pursuant to the Cannabis Regulation Act, it is a violation of that act for a person, including a person licensed pursuant to the provisions of that act, or an employee, agent or lessee of that person, if the person knows or has reason to know that the person is violating the provisions of this section, to knowingly and intentionally:

(1) sell, serve or give cannabis products to a person under twenty-one years of age or allow a person under twenty-one years of age to consume cannabis products on the licensed premises;

(2) buy cannabis products for or procure the sale or service of cannabis products to a person under

twenty-one years of age;

(3) deliver cannabis products to a person under twenty-one years of age; or

(4) aid or assist a person under twenty-one years of age to buy, otherwise procure or be served cannabis products.

B. A licensee shall not employ a person younger than twenty-one years of age to engage in a commercial cannabis activity.

C. The division shall suspend or revoke the license and may fine the licensee in an amount not to exceed ten thousand dollars ($10,000), or both, when the division finds that a licensee or the licensee's employee or agent knowingly has sold, served or given any cannabis product to a person under twenty-one years of age.

D. The establishment of all of the following facts by a licensee prosecuted for a violation of Subsection D of this section and a cannabis server for a violation of Subsection F of Section 11 of the Cannabis Regulation Act shall constitute a defense:

(1) that the purchaser falsely represented in writing; by producing a driver's license bearing the purchaser's photograph; by producing a photographic identification card issued by the motor vehicle division of the taxation and revenue department; or by producing a

similar identification card issued pursuant to the laws of this state, another state, the federal government or the government of an Indian nation, tribe or pueblo that the person was twenty-one years of age or older;

(2) that the purchaser's appearance was such that an ordinary, prudent person would believe that the purchaser was twenty-one years of age or older; and

(3) that the sale was made in good faith, relying upon the purchaser's false written representation, driver's license or identification card produced as provided in Paragraph (1) of this subsection, and with the reasonable belief that the purchaser was actually twenty-one years of age or older.

E. Nothing in this section shall be construed or interpreted to prevent:

(1) the division from enforcing its rules against a licensee;

(2) a state agency from enforcing a law or rule that does not conflict with the Cannabis Regulation Act or rules promulgated pursuant to that act; or

(3) a local jurisdiction from enforcing a local ordinance that does not conflict with the Cannabis Regulation Act or rules promulgated pursuant to that act.

SECTION 15. TRANSPORT VIA COURIER.--

A. A vertically integrated cannabis establishment,

cannabis retailer or integrated cannabis microbusiness may courier cannabis products.

B. A courier may accept payment for services using any legal method of payment or payment on delivery.

SECTION 16. PACKAGING AND LABELING.--Before sale or transport via cannabis courier of a cannabis product, the cannabis product shall be labeled and packaged as provided in Section 17 of the Cannabis Regulation Act.

SECTION 17. CANNABIS PRODUCTS--PACKAGING AND LABELING--DIVISION RULEMAKING.--

A. Cannabis or cannabis extract included in a cannabis product that is manufactured in compliance with applicable law is not considered to be an adulterant under state law.

B. The division shall promulgate rules consistent with industry standards for cannabis products that establish labeling and packaging requirements, including that:

(1) packages shall be resealable, child-resistant, compostable and recyclable or made from recycled materials;

(2) packages and labels shall not be designed to be appealing to a child; and

(3) labels shall include:

(a) for a package containing only cannabis leaf or flower, the net weight of cannabis in the

package;

(b) identification of the licensee or licensees that produced or manufactured the cannabis product, the date on which the cannabis was harvested, the type of cannabis product and the date on which the cannabis product was manufactured and packaged;

(c) potency and pesticide use;

(d) a list of pharmacologically active ingredients;

(e) for cannabis products containing non-cannabis ingredients, a list of all ingredients and a disclosure of nutritional information for the product or cannabis extract disclosed in the same manner required under federal law for nutritional labeling for food for human consumption;

(f) a warning if nuts or other known allergens are used in the item or in its manufacture;

(g) a logo designed by the division that is distinctive in design, color, size and location such that the logo notifies a reasonable person that the package contains cannabis;

(h) a warning of possible adverse effects of consumption and the New Mexico poison and drug information center phone number;

(i) an expiration date; and

(j) other information as required by rules promulgated pursuant to the Cannabis Regulation Act.

SECTION 18. TESTING CANNABIS PRODUCTS--HEALTH AND SAFETY OF EMPLOYEES.--

A. A cannabis testing laboratory's testing of cannabis products shall comply with the requirements set forth in applicable law and rules.

B. In consultation with the department of environment and consistent with industry standards, the division shall promulgate rules to:

(1) ensure that testing of cannabis products occurs prior to distribution to cannabis retailers or sales by integrated cannabis microbusinesses;

(2) specify how often licensees shall test cannabis products;

(3) specify which persons bear the cost of testing cannabis products and medical cannabis;

(4) provide for recordkeeping;

(5) establish chain of custody protocols for testing sample transportation;

(6) ensure that testing samples are transported and stored in a manner that prevents degradation, contamination, tampering or diversion;

(7) specify protocols for testing sample collection that ensure accurate test results, including

requiring that testing samples be collected by laboratory staff trained in testing sample collection; and

(8) require destruction of a tested batch of cannabis products if the testing samples from the tested batch indicate noncompliance with applicable health and safety standards promulgated by the division, unless remedial measures can bring the cannabis products into compliance with the standards or the cannabis products can be used for research purposes.

C. Beginning no later than April 1, 2022, the division shall identify, in consultation with the department of environment, a set of updated certified reference materials for laboratory testing to be measured against.

D. The division shall work cooperatively with the department of environment to implement inspection of cannabis establishments to ensure the health and safety of employees in accordance with the Occupational Health and Safety Act and to determine compliance with rules promulgated by the environmental improvement board.

SECTION 19. RESEARCHING CANNABIS--RECORDKEEPING.--

A. A cannabis research laboratory's research of cannabis shall comply with the requirements set forth in applicable law and rules.

B. The division shall develop rules and procedures consistent with industry standards to provide for

recordkeeping to ensure that cannabis products are not removed from the cannabis research laboratory premises.

SECTION 20. ADVERTISING AND MARKETING RESTRICTIONS.--The division shall promulgate rules consistent with industry standards that:

A. prohibit the advertisement and marketing of cannabis products:

(1) on radio, television or other broadcast media, internet pop-ups and mass transit vehicles; provided that the division shall not prohibit advertising and marketing to:

(a) subscribers of subscription-based radio, television or other broadcast media who are twenty-one years of age or older; or

(b) persons twenty-one years of age or older who have solicited the advertising or marketing;

(2) that are false, deceptive or misleading, including making unproven health benefit claims;

(3) that are on billboards, posters, handbills or other visual media that are located or can be viewed within three hundred feet of a school, daycare center or church;

(4) that depict consumption by children or other persons who appear to be younger than twenty-one years of age;

(5) that use predatory marketing and advertising practices targeting minors; or

(6) that are designed using cartoon characters or to mimic any other product brand; and

B. require:

(1) all advertisements and marketing to accurately and legibly identify all persons responsible for its content; and

(2) advertisements in print and digital communications to be placed only where the audience is reasonably expected to be twenty-one years of age or older as determined by reliable, current audience composition data.

SECTION 21. CONTRACTS.--A contract related to the operation of a license is enforceable, and a contract entered into by a licensee or a licensee representative for conduct allowed pursuant to a cannabis establishment license or entered into by a person who allows property to be used by a licensee or a licensee representative for conduct allowed pursuant to a license shall not be deemed unenforceable on the basis that the conduct allowed pursuant to the license is prohibited by federal law.

SECTION 22. PROVISION OF PROFESSIONAL SERVICES.--An attorney, accountant, insurance agent, real estate agent, security guard or other person engaged in a profession subject to state licensure shall not be subject to

disciplinary action by a professional association, a state professional board or a state licensing entity because the professional provides professional services or assistance to prospective or licensed cannabis establishments or another person in connection with activity that the professional reasonably believes complies with the Cannabis Regulation Act and rules promulgated pursuant to that act.

SECTION 23. MEDICAL CANNABIS PROVISIONS UNAFFECTED.--Nothing in the Cannabis Regulation Act shall be construed to limit a privilege or right of a qualified patient, a primary caregiver or a reciprocal participant participating in the medical cannabis program or the use, dispensing, possession, prescribing, storage or transport of a prescription drug containing cannabis that is approved pursuant to the Federal Food, Drug, and Cosmetic Act.

SECTION 24. PROTECTIONS FOR THE USE OF CANNABIS.--

A. Conduct allowed pursuant to the Cannabis Regulation Act shall not in itself constitute grounds for a holder of a professional or occupational license to be subject to professional discipline for providing advice or services related to cannabis establishments or applications to operate cannabis establishments on the basis that cannabis is illegal under federal law.

B. An applicant for a professional or occupational license shall not be denied a license based solely on

previous employment related to cannabis establishments.

C. A person shall not be denied parental rights or custody of or visitation with a minor child by the state or local government based solely on conduct that is lawful pursuant to the Cannabis Regulation Act. Nothing in this subsection prevents law enforcement, the children, youth and families department or the courts from acting in the best interests of the minor child.

D. A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing.

E. A person shall not be denied eligibility in public assistance programs or denied health care based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless required by federal law.

SECTION 25. PERSONAL USE OF CANNABIS.--

A. The following conduct is lawful for a person who is twenty-one years of age or older and shall not constitute grounds for detention, search or arrest of a person or search of property, and cannabis products that

relate to the conduct are not contraband or subject to seizure or forfeiture pursuant to the Controlled Substances Act or the Forfeiture Act:

(1) possessing, using, being under the influence of, displaying, purchasing, obtaining or transporting not more cannabis than authorized by the Cannabis Regulation Act or the medical cannabis program;

(2) possessing in excess of two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis if the excess is stored in the person's private residence and not visible from a public place;

(3) transferring, without financial consideration, to a person who is twenty-one years of age or older not more than the amount of cannabis lawfully purchased and obtained pursuant to the Cannabis Regulation Act or the medical cannabis program;

(4) ingesting or otherwise consuming cannabis or cannabis products purchased and obtained pursuant to the Cannabis Regulation Act or the medical cannabis program;

(5) possessing, using, displaying, purchasing, obtaining or manufacturing cannabis extract using nonvolatile solvents, alcohol or carbon dioxide or no solvents;

(6) manufacturing, transporting or giving away to a person twenty-one years of age or older cannabis paraphernalia;

(7) assisting another person who is twenty-one years of age or older in, or allowing property to be used in, any of the acts described in Paragraphs (1) through (6) of this subsection;

(8) smoking cannabis or cannabis products in an area authorized pursuant to the Cannabis Regulation Act or a local jurisdiction;

(9) possessing, planting, cultivating, harvesting, drying, manufacturing cannabis products using nonvolatile solvents, alcohol or carbon dioxide or no solvents or transporting not more than six mature cannabis plants and six immature cannabis plants per person; provided that despite a household having multiple residents, no more than twelve mature cannabis plants may be present in one household; and provided further that if the person does not exceed the maximum number of cannabis plants, the person may possess the cannabis produced by the cannabis plants notwithstanding any weight limits; and

(10) transporting homegrown cannabis or mature or immature cannabis plants when the person is moving the person's residence to another location or for purposes of testing or manufacturing.

B. Paragraph (6) of Subsection A of this section is intended to meet the requirements of 21 U.S.C. Section 863(f) by authorizing under state law any person in compliance with this section to manufacture, possess or distribute cannabis paraphernalia.

C. None of the following shall, individually or in combination with each other, constitute reasonable articulable suspicion of a crime and is not a basis to stop, detain or search a person:

(1) the odor of cannabis or cannabis extract or of burnt cannabis or cannabis extract;

(2) the possession of or the suspicion of possession of cannabis without evidence of quantity in excess of two ounces of cannabis, sixteen grams of cannabis extract or eight hundred milligrams of edible cannabis; or

(3) the possession of multiple containers of cannabis without evidence of quantity in excess of two ounces of cannabis, sixteen grams of cannabis extract or eight hundred milligrams of edible cannabis.

D. Paragraph (1) of Subsection A and Subsection C of this section shall not apply when a law enforcement officer is investigating whether a person is operating a vehicle or watercraft while intoxicated or under the influence of or impaired by alcohol or a drug or any combination thereof in violation of Section 66-8-102 or

66-13-3 NMSA 1978.

SECTION 26. LIMITS ON PERSONAL USE--PENALTIES.--

A. Nothing in Section 25 of the Cannabis Regulation Act shall be construed to:

(1) allow a person to smoke cannabis products in a public place, except in a cannabis consumption area; or

(2) restrict the ability of a person to prohibit conduct otherwise allowed in the Cannabis Regulation Act on the person's privately owned property.

B. A person who violates Paragraph (1) of Subsection A of this section shall be subject to a civil penalty of fifty dollars ($50.00).

C. As used in this section, "smoke" means to inhale, exhale, burn or carry any lighted or heated device or pipe or any other lighted or heated cannabis products intended for inhalation, whether natural or synthetic, in any manner or in any form.

D. A person less than eighteen years of age, the family of a person less than eighteen years of age or a person legally obligated to care for and support a person less than eighteen years of age who is subject to the fines pursuant to Subsection B of this section shall not be required to pay any fees or fines pursuant to the Cannabis Regulation Act.

SECTION 27. PERSONAL PRODUCTION OF CANNABIS--PENALTIES.--

A. Unless otherwise provided in the Cannabis Regulation Act, it is unlawful for a person without a license to intentionally produce cannabis products except as provided in this section.

B. A person twenty-one years of age or older who intentionally produces:

(1) more than six and up to twelve mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars ($50.00); and

(2) more than twelve mature or immature cannabis plants is guilty of a fourth degree felony and may be sentenced as provided in Section 31-18-15 NMSA 1978.

C. A person who is eighteen years of age or older but less than twenty-one years of age who intentionally produces:

(1) up to six mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars ($50.00);

(2) more than six mature or immature cannabis plants and up to twelve mature or immature cannabis plants is guilty of a misdemeanor and shall be sentenced

pursuant to the provisions of Section 31-19-1 NMSA 1978; and

(3) more than twelve mature or immature cannabis plants is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

D. A person who is less than eighteen years of age who intentionally produces cannabis products is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or

(2) four hours of community service.

SECTION 28. UNLICENSED SALES OF CANNABIS--PENALTIES.--

A. As used in this section, "traffic" means the:

(1) distribution, sale, barter or giving away of cannabis products; or

(2) possession with intent to distribute, sell, barter or give away cannabis products.

B. Unless otherwise provided in the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, it is unlawful for a person without a license to intentionally traffic cannabis products.

C. A person under eighteen years of age who violates Subsection B of this section shall be subject to:

(1) attendance at a four-hour evidence-based

drug education and legal rights program at no cost to the person; or

(2) four hours of community service.

D. Except as otherwise provided in Section 14 of the Cannabis Regulation Act, a person eighteen years of age or older who violates Subsection B of this section is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978.

E. A person eighteen years of age or older who violates Subsection B of this section and who conducts unlicensed cannabis product sales from a building, room or other area open to the public in a manner that would lead a reasonable person to believe that the area is a cannabis establishment licensed pursuant to the Cannabis Regulation Act is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 29. CANNABIS WITHIN RESTRICTED AREA--PENALTY.--Unless otherwise allowed in the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, a person shall not possess or intentionally distribute any amount of a cannabis product on the premises of a school or daycare center unless the person is a qualified patient, a primary caregiver or a reciprocal participant; provided that this section shall not apply to a person who possesses a cannabis product for

authorized purposes on the premises of a licensed cannabis training and education program. A person who violates this section is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978.

SECTION 30. UNLAWFUL POSSESSION OF CANNABIS--PENALTIES.--Except as allowed in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act:

A. a person under twenty-one years of age shall not possess cannabis products. A person who violates this subsection is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the person; or

(2) four hours of community service; and

B. a person twenty-one years of age or older shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis in public. A person who violates this subsection with respect to:

(1) more than two but not more than eight ounces of cannabis, more than sixteen grams of cannabis extract and more than eight hundred milligrams of edible cannabis is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978; or

(2) more than eight ounces of cannabis, sixty-four grams of cannabis extract or three thousand two hundred milligrams of edible cannabis is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 31. UNLICENSED MANUFACTURING OF CANNABIS EXTRACT--PENALTY.--It is unlawful for a person to manufacture cannabis extract without a license issued pursuant to the Cannabis Regulation Act unless the person produces and manufactures cannabis extract from homegrown cannabis using nonvolatile solvents, alcohol or carbon dioxide or no solvents. The use of any other solvent or process is expressly prohibited unless it is approved by the division. A person who violates this section is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 32. EXEMPTION FROM CRIMINAL AND CIVIL PENALTIES--RESEARCHERS.--A person shall not be subject to arrest or prosecution, penalized in any manner or denied any right or privilege solely because the person produced, possessed, distributed, dispensed or purchased cannabis products if the person produced, possessed, distributed, dispensed or purchased the cannabis products solely for the purpose of research conducted pursuant to the Lynn and Erin Compassionate Use Act or the Cannabis Regulation Act.

SECTION 33. REPORTING REQUIREMENTS FOR CANNABIS-RELATED VIOLATIONS.--

A. Within sixty days following the end of each fiscal year, every police and sheriff's department shall report on a form approved by the department of public safety the total number of arrests, citations and penalty assessments for cannabis-related violations broken down by:

(1) category and penalty level; and

(2) race, ethnicity, age and gender.

B. Each law enforcement agency shall submit its annual report to the department of public safety.

C. The department of public safety shall compile the reports submitted and shall issue by November 1 of each year an annual report of all cannabis-related violations in the state. The report shall aggregate the data for the state and shall disaggregate the data by agency, race, ethnicity, age and gender. The department of public safety shall make all annual reports submitted for previous fiscal years available on the department of public safety's website.

D. For purposes of this section, "cannabis-related violation" means a violation of any of Sections 27 through 31 of the Cannabis Regulation Act or a violation of Section 66-8-102 or 66-13-3 NMSA 1978 if the basis for the arrest or citation is impairment due to the use of cannabis products.

SECTION 34. EMPLOYER PROTECTIONS--EXEMPTIONS.--

A. Unless there is an agreement between the employer and employee, nothing in the Cannabis Regulation Act shall:

(1) restrict an employer's ability to prohibit or take an adverse employment action against an employee for impairment by or possession or use of intoxicating substances at work or during work hours;

(2) require an employer to commit any act that would cause the employer to be noncompliant with or in violation of federal law or federal regulations or that would result in the loss of a federal contract or federal funding; or

(3) prevent or infringe upon the rights of an employer to adopt and implement a written zero-tolerance policy regarding the use of cannabis products. A zero-tolerance policy may permit the discipline or termination of an employee on the basis of a positive drug test that indicates any amount of delta-9-tetrahydrocannabinol or delta-9-tetrahydrocannabinol metabolite.

B. The Cannabis Regulation Act does not apply to an employee of an employer subject to the provisions of Title 2 of the federal Railway Labor Act.

C. Nothing in the Cannabis Regulation Act shall be construed to invalidate, diminish or otherwise interfere with

any collective bargaining agreement nor shall it be construed to invalidate, diminish or otherwise interfere with any party's power to collectively bargain such an agreement, or to an employer or employee.

D. As used in this section, "adverse employment action" means refusing to hire or employ a person; barring or discharging a person from employment; requiring a person to retire from employment; or discriminating against an employee in compensation or in terms, conditions or privileges of employment.

SECTION 35. APPEAL OF RULES.--A person who is or may be affected by a rule promulgated by the division or other state agency pursuant to the Cannabis Regulation Act may appeal to the district court.

SECTION 36. PUBLIC RECORDS AND OPEN MEETINGS.--Records of the division are subject to the Inspection of Public Records Act. Rulemaking and other hearings of the division are subject to the Open Meetings Act.

SECTION 37. INTRASTATE SOURCE.--Except as provided in Section 38 of the Cannabis Regulation Act, all cannabis products shall be derived from a source originating within New Mexico.

SECTION 38. IMPORTS AND EXPORTS.--

A. Notwithstanding the provisions of Section 37 of the Cannabis Regulation Act or any other provision of law,

the governor shall enter into agreements with other jurisdictions within or outside of the United States for the purposes of cross-jurisdictional delivery of cannabis products between this state and the other jurisdictions. Such agreements shall:

(1) ensure enforceable public health and safety standards;

(2) include a system to regulate and track the interstate or international delivery of cannabis products; and

(3) ensure that any cannabis products delivered into this state, prior to sale to a consumer, are tested, packaged and labeled pursuant to New Mexico laws and rules.

B. Notwithstanding any other provision of law and in accordance with an agreement described in Subsection A of this section, a person licensed to:

(1) courier cannabis products may deliver cannabis products to a person located in, and authorized to receive cannabis products by, another jurisdiction in the United States; and

(2) receive cannabis products may receive cannabis products from a person located in, and authorized to export cannabis products by, another jurisdiction in the United States or internationally.

C. This section shall take effect on the earlier date on which:

(1) federal law is amended to allow for the interstate or international transfer of cannabis products between authorized cannabis-related businesses; or

(2) the United States department of justice issues an opinion or memorandum allowing or tolerating the interstate or international transfer of cannabis products between cannabis-related businesses as authorized by state law.

SECTION 39. CANNABIS REGULATION FUND.--

A. The "cannabis regulation fund" is created in the state treasury. The fund consists of appropriations, gifts, grants, donations and fees collected by the division pursuant to the Cannabis Regulation Act and the medical cannabis program administered by the division. Any unexpended or unencumbered balance remaining at the end of a fiscal year shall revert to the general fund.

B. Money in the cannabis regulation fund is subject to appropriation by the legislature to fund the division, the department of health, the department of environment, the New Mexico department of agriculture, the taxation and revenue department and the department of public safety for the purposes of carrying out the provisions of the Cannabis Regulation Act and the Lynn and Erin Compassionate

Use Act.

SECTION 40. PLANT LIMIT.--No later than September 1, 2021, and each September 1 thereafter, the division shall by rule limit, by plant count, canopy or square footage, the number of cannabis plants that a licensee that is not an integrated cannabis microbusiness or a cannabis producer microbusiness may produce. The rule shall set the number of allowed cannabis plants per licensee to meet an average national market demand for cannabis products in states where adult and medical cannabis are authorized during the preceding year using a consumer base of no less than twenty percent of the adult population of New Mexico.

SECTION 41. INDIAN NATIONS, TRIBES AND PUEBLOS--INTERGOVERNMENTAL AGREEMENTS.--

A. The department may enter into one or more intergovernmental agreements with any tribal government to efficiently coordinate the cross-jurisdictional administration of the laws of this state and the laws of tribal governments relating to the use of cannabis products set forth in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act. The agreements may include, without limitation, provisions relating to:

(1) criminal and civil law enforcement;

(2) regulatory issues relating to the possession, delivery, production, processing or use of

cannabis products;

(3) the administration of laws relating to taxation;

(4) any immunity, preemption or conflict of law relating to the possession, delivery, production, processing or use of cannabis products; and

(5) the resolution of any disputes between a tribal government and the state, which may include, without limitation, the use of mediation or other nonjudicial processes.

B. An agreement entered into pursuant to this section shall:

(1) provide for the preservation of public health and safety;

(2) ensure the security of cannabis establishments and the corresponding facilities on tribal land;

(3) establish provisions regulating business involving cannabis that passes between tribal land and non-tribal land in New Mexico; and

(4) be negotiated in good faith, which shall respect and protect state and tribal sovereign immunity.

C. As used in this section, "tribal government" means a federally recognized Indian nation, tribe or pueblo located wholly or partially in the state.

SECTION 42. COOPERATION OF AGENCIES.--All state agencies shall cooperate with the division in carrying out the provisions of the Cannabis Regulation Act.

SECTION 43. A new section of Chapter 7 NMSA 1978 is enacted to read:

"SHORT TITLE.--Sections 43 through 47 of this act may be cited as the "Cannabis Tax Act"."

SECTION 44. A new section of Chapter 7 NMSA 1978 is enacted to read:

"DEFINITIONS.--As used in the Cannabis Tax Act:

A. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product;

B. "cannabis extract":

(1) means a product obtained by separating resins from cannabis by solvent extraction using solvents other than vegetable glycerin, such as butane, hexane, isopropyl alcohol, ethanol or carbon dioxide; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

C. "cannabis product" means a product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients; and

D. "cannabis retailer" means a person whose license from the cannabis control division of the regulation and licensing department allows the person to sell cannabis products to a person who purchases, acquires, possesses or uses the cannabis product for a purpose other than resale."

SECTION 45. A new section of Chapter 7 NMSA 1978 is enacted to read:

"CANNABIS EXCISE TAX.--

A. An excise tax is imposed on a cannabis retailer that sells cannabis products in this state. The tax imposed

by this section may be referred to as the "cannabis excise tax".

B. The rate of the cannabis excise tax shall be at the following rates and shall be applied to the price paid for a cannabis product:

(1) prior to July 1, 2025, twelve percent;

(2) beginning July 1, 2025 and prior to July 1, 2026, thirteen percent;

(3) beginning July 1, 2026 and prior to July 1, 2027, fourteen percent;

(4) beginning July 1, 2027 and prior to July 1, 2028, fifteen percent;

(5) beginning July 1, 2028 and prior to July 1, 2029, sixteen percent;

(6) beginning July 1, 2029 and prior to July 1, 2030, seventeen percent; and

(7) beginning July 1, 2030, eighteen percent.

C. The cannabis excise tax shall not apply to retail sales of medical cannabis products sold to a qualified patient or a primary caregiver who presents a registry identification card issued pursuant to the Lynn and Erin Compassionate Use Act or a reciprocal participant who presents similar proof from another state, the District of Columbia or a territory or commonwealth of the United States

at the time of the sale."

SECTION 46. A new section of Chapter 7 NMSA 1978 is enacted to read:

"DATE PAYMENT DUE.--The cannabis excise tax is to be paid on or before the twenty-fifth day of the month following the month in which the taxable sale occurs."

SECTION 47. A new section of Chapter 7 NMSA 1978 is enacted to read:

"INTERPRETATION OF THE CANNABIS TAX ACT--ADMINISTRATION AND ENFORCEMENT OF TAX.--The department shall administer and enforce the collection of the cannabis excise tax pursuant to the Tax Administration Act."

SECTION 48. Section 7-1-2 NMSA 1978 (being Laws 1965, Chapter 248, Section 2, as amended by Laws 2019, Chapter 47, Section 1 and by Laws 2019, Chapter 53, Section 10 and also by Laws 2019, Chapter 270, Section 1) is amended to read:

"7-1-2. APPLICABILITY.--The Tax Administration Act applies to and governs:

A. the administration and enforcement of the following taxes or tax acts as they now exist or may hereafter be amended:

(1) Income Tax Act;

(2) Withholding Tax Act;

(3) Oil and Gas Proceeds and Pass-Through Entity Withholding Tax Act;

(4) Gross Receipts and Compensating Tax Act, Interstate Telecommunications Gross Receipts Tax Act and Leased Vehicle Gross Receipts Tax Act;

(5) Liquor Excise Tax Act;

(6) Local Liquor Excise Tax Act;

(7) any municipal local option gross receipts tax or municipal compensating tax;

(8) any county local option gross receipts tax or county compensating tax;

(9) Special Fuels Supplier Tax Act;

(10) Gasoline Tax Act;

(11) petroleum products loading fee, which fee shall be considered a tax for the purpose of the Tax Administration Act;

(12) Alternative Fuel Tax Act;

(13) Cigarette Tax Act;

(14) Estate Tax Act;

(15) Railroad Car Company Tax Act;

(16) Investment Credit Act, rural job tax credit, Laboratory Partnership with Small Business Tax Credit Act, Technology Jobs and Research and Development Tax Credit Act, Film Production Tax Credit Act, Affordable Housing Tax Credit Act and high-wage jobs tax credit;

(17) Corporate Income and Franchise Tax Act;

(18) Uniform Division of Income for Tax

Purposes Act;

(19) Multistate Tax Compact;

(20) Tobacco Products Tax Act;

(21) the telecommunications relay service surcharge imposed by Section 63-9F-11 NMSA 1978, which surcharge shall be considered a tax for the purposes of the Tax Administration Act;

(22) the Insurance Premium Tax Act;

(23) the Health Care Quality Surcharge Act; and

(24) the Cannabis Tax Act;

B. the administration and enforcement of the following taxes, surtaxes, advanced payments or tax acts as they now exist or may hereafter be amended:

(1) Resources Excise Tax Act;

(2) Severance Tax Act;

(3) any severance surtax;

(4) Oil and Gas Severance Tax Act;

(5) Oil and Gas Conservation Tax Act;

(6) Oil and Gas Emergency School Tax Act;

(7) Oil and Gas Ad Valorem Production Tax Act;

(8) Natural Gas Processors Tax Act;

(9) Oil and Gas Production Equipment Ad Valorem Tax Act;

(10) Copper Production Ad Valorem Tax Act;

(11) any advance payment required to be made by any act specified in this subsection, which advance payment shall be considered a tax for the purposes of the Tax Administration Act;

(12) Enhanced Oil Recovery Act;

(13) Natural Gas and Crude Oil Production Incentive Act; and

(14) intergovernmental production tax credit and intergovernmental production equipment tax credit;

C. the administration and enforcement of the following taxes, surcharges, fees or acts as they now exist or may hereafter be amended:

(1) Weight Distance Tax Act;

(2) the workers' compensation fee authorized by Section 52-5-19 NMSA 1978, which fee shall be considered a tax for purposes of the Tax Administration Act;

(3) Uniform Unclaimed Property Act (1995);

(4) 911 emergency surcharge and the network and database surcharge, which surcharges shall be considered taxes for purposes of the Tax Administration Act;

(5) the solid waste assessment fee authorized by the Solid Waste Act, which fee shall be considered a tax for purposes of the Tax Administration Act;

(6) the water conservation fee imposed by

Section 74-1-13 NMSA 1978, which fee shall be considered a tax for the purposes of the Tax Administration Act; and

(7) the gaming tax imposed pursuant to the Gaming Control Act; and

D. the administration and enforcement of all other laws, with respect to which the department is charged with responsibilities pursuant to the Tax Administration Act, but only to the extent that the other laws do not conflict with the Tax Administration Act."

SECTION 49. Section 7-1-6.15 NMSA 1978 (being Laws 1983, Chapter 211, Section 20, as amended by Laws 2015, Chapter 89, Section 1 and by Laws 2015, Chapter 100, Section 1) is amended to read:

"7-1-6.15. ADJUSTMENTS OF DISTRIBUTIONS OR TRANSFERS TO MUNICIPALITIES OR COUNTIES.--

A. The provisions of this section apply to:

(1) any distribution to a municipality pursuant to Section 7-1-6.4, 7-1-6.36 or 7-1-6.46 NMSA 1978;

(2) any transfer to a municipality with respect to any local option gross receipts tax imposed by that municipality;

(3) any transfer to a county with respect to any local option gross receipts tax imposed by that county;

(4) any distribution to a county pursuant to Section 7-1-6.16 or 7-1-6.47 NMSA 1978;

(5) any distribution to a municipality or a county of gasoline taxes pursuant to Section 7-1-6.9 NMSA 1978;

(6) any transfer to a county with respect to any tax imposed in accordance with the Local Liquor Excise Tax Act;

(7) any distribution to a county from the county government road fund pursuant to Section 7-1-6.26 NMSA 1978;

(8) any distribution to a municipality of gasoline taxes pursuant to Section 7-1-6.27 NMSA 1978;

(9) any distribution to a municipality of compensating taxes pursuant to Section 7-1-6.55 NMSA 1978; and

(10) any distribution to a municipality or a county of cannabis excise taxes pursuant to the Cannabis Tax Act.

B. Before making a distribution or transfer specified in Subsection A of this section to a municipality or county for the month, amounts comprising the net receipts shall be segregated into two mutually exclusive categories. One category shall be for amounts relating to the current month, and the other category shall be for amounts relating to prior periods. The total of each category for a municipality or county shall be reported each month to that

municipality or county. If the total of the amounts relating to prior periods is less than zero and its absolute value exceeds the greater of one hundred dollars ($100) or an amount equal to twenty percent of the average distribution or transfer amount for that municipality or county, then the following procedures shall be carried out:

(1) all negative amounts relating to any period prior to the three calendar years preceding the year of the current month, net of any positive amounts in that same time period for the same taxpayers to which the negative amounts pertain, shall be excluded from the total relating to prior periods. Except as provided in Paragraph (2) of this subsection, the net receipts to be distributed or transferred to the municipality or county shall be adjusted to equal the amount for the current month plus the revised total for prior periods; and

(2) if the revised total for prior periods determined pursuant to Paragraph (1) of this subsection is negative and its absolute value exceeds the greater of one hundred dollars ($100) or an amount equal to twenty percent of the average distribution or transfer amount for that municipality or county, the revised total for prior periods shall be excluded from the distribution or transfers and the net receipts to be distributed or transferred to the municipality or county shall be equal to the amount for the

current month.

C. The department shall recover from a municipality or county the amount excluded by Paragraph (2) of Subsection B of this section. This amount may be referred to as the "recoverable amount".

D. Prior to or concurrently with the distribution or transfer to the municipality or county of the adjusted net receipts, the department shall notify the municipality or county whose distribution or transfer has been adjusted pursuant to Paragraph (2) of Subsection B of this section:

(1) that the department has made such an adjustment, that the department has determined that a specified amount is recoverable from the municipality or county and that the department intends to recover that amount from future distributions or transfers to the municipality or county;

(2) that the municipality or county has ninety days from the date notice is made to enter into a mutually agreeable repayment agreement with the department;

(3) that if the municipality or county takes no action within the ninety-day period, the department will recover the amount from the next six distributions or transfers following the expiration of the ninety days; and

(4) that the municipality or county may inspect, pursuant to Section 7-1-8.9 NMSA 1978, an

application for a claim for refund that gave rise to the recoverable amount, exclusive of any amended returns that may be attached to the application.

E. No earlier than ninety days from the date notice pursuant to Subsection D of this section is given, the department shall begin recovering the recoverable amount from a municipality or county as follows:

(1) the department may collect the recoverable amount by:

(a) decreasing distributions or transfers to the municipality or county in accordance with a repayment agreement entered into with the municipality or county; or

(b) except as provided in Paragraphs (2) and (3) of this subsection, if the municipality or county fails to act within the ninety days, decreasing the amount of the next six distributions or transfers to the municipality or county following expiration of the ninety-day period in increments as nearly equal as practicable and sufficient to recover the amount;

(2) if, pursuant to Subsection B of this section, the secretary determines that the recoverable amount is more than fifty percent of the average distribution or transfer of net receipts for that municipality or county, the secretary:

(a) shall recover only up to fifty percent of the average distribution or transfer of net receipts for that municipality or county; and

(b) may, in the secretary's discretion, waive recovery of any portion of the recoverable amount, subject to approval by the state board of finance; and

(3) if, after application of a refund claim, audit adjustment, correction of a mistake by the department or other adjustment of a prior period, but prior to any recovery of the department pursuant to this section, the total net receipts of a municipality or county for the twelve-month period beginning with the current month are reduced or are projected to be reduced to less than fifty percent of the average distribution or transfer of net receipts, the secretary may waive recovery of any portion of the recoverable amount, subject to approval by the state board of finance.

F. No later than ninety days from the date notice pursuant to Subsection D of this section is given, the department shall provide the municipality or county adequate opportunity to review an application for a claim for refund that gave rise to the recoverable amount, exclusive of any amended returns that may be attached to the application, pursuant to Section 7-1-8.9 NMSA 1978.

G. On or before September 1 of each year beginning

in 2016, the secretary shall report to the state board of finance and the legislative finance committee the total recoverable amount waived pursuant to Subparagraph (b) of Paragraph (2) and Paragraph (3) of Subsection E of this section for each municipality and county in the prior fiscal year.

H. The secretary is authorized to decrease a distribution or transfer to a municipality or county upon being directed to do so by the secretary of finance and administration pursuant to the State Aid Intercept Act or to redirect a distribution or transfer to the New Mexico finance authority pursuant to an ordinance or a resolution passed by the county or municipality and a written agreement of the municipality or county and the New Mexico finance authority. Upon direction to decrease a distribution or transfer or notice to redirect a distribution or transfer to a municipality or county, the secretary shall decrease or redirect the next designated distribution or transfer, and succeeding distributions or transfers as necessary, by the amount of the state distributions intercept authorized by the secretary of finance and administration pursuant to the State Aid Intercept Act or by the amount of the state distribution intercept authorized pursuant to an ordinance or a resolution passed by the county or municipality and a written agreement with the New Mexico finance authority. The secretary shall

transfer the state distributions intercept amount to the municipal or county treasurer or other person designated by the secretary of finance and administration or to the New Mexico finance authority pursuant to written agreement to pay the debt service to avoid default on qualified local revenue bonds or meet other local revenue bond, loan or other debt obligations of the municipality or county to the New Mexico finance authority. A decrease to or redirection of a distribution or transfer pursuant to this subsection that arose:

(1) prior to an adjustment of a distribution or transfer of net receipts creating a recoverable amount owed to the department takes precedence over any collection of any recoverable amount pursuant to Paragraph (2) of Subsection B of this section, which may be made only from the net amount of the distribution or transfer remaining after application of the decrease or redirection pursuant to this subsection; and

(2) after an adjustment of a distribution or transfer of net receipts creating a recoverable amount owed to the department shall be subordinate to any collection of any recoverable amount pursuant to Paragraph (2) of Subsection B of this section.

I. Upon the direction of the secretary of finance and administration pursuant to Section 9-6-5.2 NMSA 1978, the

secretary shall temporarily withhold the balance of a distribution to a municipality or county, net of any decrease or redirected amount pursuant to Subsection H of this section and any recoverable amount pursuant to Paragraph (2) of Subsection B of this section, that has failed to submit an audit report required by the Audit Act or a financial report required by Subsection F of Section 6-6-2 NMSA 1978. The amount to be withheld, the source of the withheld distribution and the number of months that the distribution is to be withheld shall be as directed by the secretary of finance and administration. A distribution withheld pursuant to this subsection shall remain in the tax administration suspense fund until distributed to the municipality or county and shall not be distributed to the general fund. An amount withheld pursuant to this subsection shall be distributed to the municipality or county upon direction of the secretary of finance and administration.

J. As used in this section:

(1) "amounts relating to the current month" means any amounts included in the net receipts of the current month that represent payment of tax due for the current month, correction of amounts processed in the current month that relate to the current month or that otherwise relate to obligations due for the current month;

(2) "amounts relating to prior periods"

means any amounts processed during the current month that adjust amounts processed in a period or periods prior to the current month regardless of whether the adjustment is a correction of a department error or due to the filing of amended returns, payment of department-issued assessments, filing or approval of claims for refund, audit adjustments or other cause;

(3) "average distribution or transfer amount" means the following amounts; provided that a distribution or transfer that is negative shall not be used in calculating the amounts:

(a) the annual average of the total amount distributed or transferred to a municipality or county in each of the three twelve-month periods preceding the current month;

(b) if a distribution or transfer to a municipality or county has been made for less than three years, the total amount distributed or transferred in the year preceding the current month; or

(c) if a municipality or county has not received distributions or transfers of net receipts for twelve or more months, the monthly average of net receipts distributed or transferred to the municipality or county preceding the current month multiplied by twelve;

(4) "current month" means the month for

which the distribution or transfer is being prepared; and

(5) "repayment agreement" means an agreement between the department and a municipality or county under which the municipality or county agrees to allow the department to recover an amount determined pursuant to Paragraph (2) of Subsection B of this section by decreasing distributions or transfers to the municipality or county for one or more months beginning with the distribution or transfer to be made with respect to a designated month. No interest shall be charged."

SECTION 50. A new section of the Tax Administration Act is enacted to read:

"DISTRIBUTION--CANNABIS EXCISE TAX--MUNICIPALITIES AND COUNTIES.--

A. A distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to each municipality, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, in an amount equal to thirty-three and thirty-three hundredths percent of the net receipts attributable to the cannabis excise tax from cannabis retailers within the municipality.

B. A distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to each county in an amount equal to thirty-three and thirty-three hundredths percent of the net receipts attributable to the cannabis excise tax from

cannabis retailers within the county area of the county.

C. The department may deduct an amount not to exceed three percent of the distributions made pursuant to this section for the reasonable costs for administering the distributions.

D. As used in this section, "county area" means that portion of a county located outside the boundaries of any municipality."

SECTION 51. Section 7-2-2 NMSA 1978 (being Laws 1986, Chapter 20, Section 26, as amended) is amended to read:

"7-2-2. DEFINITIONS.--For the purpose of the Income Tax Act and unless the context requires otherwise:

A. "adjusted gross income" means adjusted gross income as defined in Section 62 of the Internal Revenue Code, as that section may be amended or renumbered;

B. "base income":

(1) means, for estates and trusts, that part of the estate's or trust's income defined as taxable income and upon which the federal income tax is calculated in the Internal Revenue Code for income tax purposes plus, for taxable years beginning on or after January 1, 1991, the amount of the net operating loss deduction allowed by Section 172(a) of the Internal Revenue Code, as that section may be amended or renumbered, and taken by the taxpayer for that year;

(2) means, for taxpayers other than estates or trusts, that part of the taxpayer's income defined as adjusted gross income plus, for taxable years beginning on or after January 1, 1991, the amount of the net operating loss deduction allowed by Section 172(a) of the Internal Revenue Code, as that section may be amended or renumbered, and taken by the taxpayer for that year;

(3) includes, for all taxpayers, any other income of the taxpayer not included in adjusted gross income but upon which a federal tax is calculated pursuant to the Internal Revenue Code for income tax purposes, except amounts for which a calculation of tax is made pursuant to Section 55 of the Internal Revenue Code, as that section may be amended or renumbered; "base income" also includes interest received on a state or local bond;

(4) includes, for all taxpayers, an amount deducted pursuant to Section 7-2-32 NMSA 1978 in a prior taxable year if:

(a) such amount is transferred to another qualified tuition program, as defined in Section 529 of the Internal Revenue Code, not authorized in the Education Trust Act; or

(b) a distribution or refund is made for any reason other than: 1) to pay for qualified higher education expenses, as defined pursuant to Section 529 of the

Internal Revenue Code; or 2) upon the beneficiary's death, disability or receipt of a scholarship; and

(5) excludes, for a taxpayer who conducts a lawful business pursuant to the laws of the state, an amount equal to any expenditure that is eligible to be claimed as a federal income tax deduction but is disallowed by Section 280E of the Internal Revenue Code, as that section may be amended or renumbered;

C. "compensation" means wages, salaries, commissions and any other form of remuneration paid to employees for personal services;

D. "department" means the taxation and revenue department, the secretary or any employee of the department exercising authority lawfully delegated to that employee by the secretary;

E. "fiduciary" means a guardian, trustee, executor, administrator, committee, conservator, receiver, individual or corporation acting in any fiduciary capacity;

F. "filing status" means "married filing joint returns", "married filing separate returns", "head of household", "surviving spouse" and "single", as those terms are generally defined for federal tax purposes;

G. "fiscal year" means any accounting period of twelve months ending on the last day of any month other than December;

H. "head of household" means "head of household" as generally defined for federal income tax purposes;

I. "individual" means a natural person, an estate, a trust or a fiduciary acting for a natural person, trust or estate;

J. "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended;

K. "lump-sum amount" means, for the purpose of determining liability for federal income tax, an amount that was not included in adjusted gross income but upon which the five-year-averaging or the ten-year-averaging method of tax computation provided in Section 402 of the Internal Revenue Code, as that section may be amended or renumbered, was applied;

L. "modified gross income" means all income of the taxpayer and, if any, the taxpayer's spouse and dependents, undiminished by losses and from whatever source, including:

(1) compensation;

(2) net profit from business;

(3) gains from dealings in property;

(4) interest;

(5) net rents;

(6) royalties;

(7) dividends;

(8) alimony and separate maintenance

payments;

(9) annuities;

(10) income from life insurance and endowment contracts;

(11) pensions;

(12) discharge of indebtedness;

(13) distributive share of partnership income;

(14) income in respect of a decedent;

(15) income from an interest in an estate or a trust;

(16) social security benefits;

(17) unemployment compensation benefits;

(18) workers' compensation benefits;

(19) public assistance and welfare benefits;

(20) cost-of-living allowances; and

(21) gifts;

M. "modified gross income" excludes:

(1) payments for hospital, dental, medical or drug expenses to or on behalf of the taxpayer;

(2) the value of room and board provided by federal, state or local governments or by private individuals or agencies based upon financial need and not as a form of compensation;

(3) payments pursuant to a federal, state or

local government program directly or indirectly to a third party on behalf of the taxpayer when identified to a particular use or invoice by the payer; or

(4) payments for credits and rebates pursuant to the Income Tax Act and made for a credit pursuant to Section 7-3-9 NMSA 1978;

N. "net income" means, for estates and trusts, base income adjusted to exclude amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States and means, for taxpayers other than estates or trusts, base income adjusted to exclude:

(1) an amount equal to the standard deduction allowed the taxpayer for the taxpayer's taxable year by Section 63 of the Internal Revenue Code, as that section may be amended or renumbered;

(2) an amount equal to the itemized deductions defined in Section 63 of the Internal Revenue Code, as that section may be amended or renumbered, allowed the taxpayer for the taxpayer's taxable year less the amount excluded pursuant to Paragraph (1) of this subsection and less the amount of state and local income and sales taxes included in the taxpayer's itemized deductions;

(3) an amount equal to the product of the exemption amount allowed for the taxpayer's taxable year by

Section 151 of the Internal Revenue Code, as that section may be amended or renumbered, multiplied by the number of personal exemptions allowed for federal income tax purposes;

(4) income from obligations of the United States of America less expenses incurred to earn that income;

(5) other amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States;

(6) for taxable years that began prior to January 1, 1991, an amount equal to the sum of:

(a) net operating loss carryback deductions to that year from taxable years beginning prior to January 1, 1991 claimed and allowed, as provided by the Internal Revenue Code; and

(b) net operating loss carryover deductions to that year claimed and allowed;

(7) for taxable years beginning on or after January 1, 1991 and prior to January 1, 2013, an amount equal to the sum of any net operating loss carryover deductions to that year claimed and allowed, provided that the amount of any net operating loss carryover from a taxable year beginning on or after January 1, 1991 and prior to January 1, 2013 may be excluded only as follows:

(a) in the case of a timely filed return, in the taxable year immediately following the taxable

year for which the return is filed; or

(b) in the case of amended returns or original returns not timely filed, in the first taxable year beginning after the date on which the return or amended return establishing the net operating loss is filed; and

(c) in either case, if the net operating loss carryover exceeds the amount of net income exclusive of the net operating loss carryover for the taxable year to which the exclusion first applies, in the next four succeeding taxable years in turn until the net operating loss carryover is exhausted for any net operating loss carryover from a taxable year prior to January 1, 2013; in no event shall a net operating loss carryover from a taxable year beginning prior to January 1, 2013 be excluded in any taxable year after the fourth taxable year beginning after the taxable year to which the exclusion first applies;

(8) for taxable years beginning on or after January 1, 2013, an amount equal to the sum of any net operating loss carryover deductions to that year claimed and allowed; provided that the amount of any net operating loss carryover may be excluded only as follows:

(a) in the case of a timely filed return, in the taxable year immediately following the taxable year for which the return is filed; or

(b) in the case of amended returns or

original returns not timely filed, in the first taxable year beginning after the date on which the return or amended return establishing the net operating loss is filed; and

(c) in either case, if the net operating loss carryover exceeds the amount of net income exclusive of the net operating loss carryover for the taxable year to which the exclusion first applies, in the next nineteen succeeding taxable years in turn until the net operating loss carryover is exhausted for any net operating loss carryover from a taxable year beginning on or after January 1, 2013; in no event shall a net operating loss carryover from a taxable year beginning: 1) prior to January 1, 2013 be excluded in any taxable year after the fourth taxable year beginning after the taxable year to which the exclusion first applies; and 2) on or after January 1, 2013 be excluded in any taxable year after the nineteenth taxable year beginning after the taxable year to which the exclusion first applies; and

(9) for taxable years beginning on or after January 1, 2011, an amount equal to the amount included in adjusted gross income that represents a refund of state and local income and sales taxes that were deducted for federal tax purposes in taxable years beginning on or after January 1, 2010;

O. "net operating loss" means any net operating

loss, as defined by Section 172(c) of the Internal Revenue Code, as that section may be amended or renumbered, for a taxable year as further increased by the income, if any, from obligations of the United States for that year less related expenses;

P. "net operating loss carryover" means the amount, or any portion of the amount, of a net operating loss for any taxable year that, pursuant to Paragraph (6), (7) or (8) of Subsection N of this section, may be excluded from base income;

Q. "nonresident" means every individual not a resident of this state;

R. "person" means any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, limited liability company, joint venture, syndicate or other association; "person" also means, to the extent permitted by law, any federal, state or other governmental unit or subdivision or agency, department or instrumentality thereof;

S. "resident" means an individual who is domiciled in this state during any part of the taxable year or an individual who is physically present in this state for one hundred eighty-five days or more during the taxable year; but any individual, other than someone who was physically present in the state for one hundred eighty-five days or more during

the taxable year, who, on or before the last day of the taxable year, changed the individual's place of abode to a place without this state with the bona fide intention of continuing actually to abide permanently without this state is not a resident for the purposes of the Income Tax Act for periods after that change of abode;

T. "secretary" means the secretary of taxation and revenue or the secretary's delegate;

U. "state" means any state of the United States, the District of Columbia, the commonwealth of Puerto Rico, any territory or possession of the United States or any political subdivision of a foreign country;

V. "state or local bond" means a bond issued by a state other than New Mexico or by a local government other than one of New Mexico's political subdivisions, the interest from which is excluded from income for federal income tax purposes under Section 103 of the Internal Revenue Code, as that section may be amended or renumbered;

W. "surviving spouse" means "surviving spouse" as generally defined for federal income tax purposes;

X. "taxable income" means net income less any lump-sum amount;

Y. "taxable year" means the calendar year or fiscal year upon the basis of which the net income is computed under the Income Tax Act and includes, in the case

of the return made for a fractional part of a year under the provisions of the Income Tax Act, the period for which the return is made; and

Z. "taxpayer" means any individual subject to the tax imposed by the Income Tax Act."

SECTION 52. Section 7-2A-2 NMSA 1978 (being Laws 1986, Chapter 20, Section 33, as amended) is amended to read:

"7-2A-2. DEFINITIONS.--For the purpose of the Corporate Income and Franchise Tax Act and unless the context requires otherwise:

A. "bank" means any national bank, national banking association, state bank or bank holding company;

B. "apportioned net income" or "apportioned net loss" means net income allocated and apportioned to New Mexico pursuant to the provisions of the Corporate Income and Franchise Tax Act or the Uniform Division of Income for Tax Purposes Act, but excluding from the sales factor any sales that represent intercompany transactions between members of the filing group;

C. "base income" means the federal taxable income or the federal net operating loss of a corporation for the taxable year calculated pursuant to the Internal Revenue Code, after special deductions provided in Sections 241 through 249 of the Internal Revenue Code but without any deduction for net operating losses, as if the corporation

filed a federal tax return as a separate domestic entity, modified as follows:

(1) adding to that income:

(a) interest received on a state or local bond exempt under the Internal Revenue Code;

(b) the amount of any deduction claimed in calculating taxable income for all expenses and costs directly or indirectly paid, accrued or incurred to a captive real estate investment trust; and

(c) the amount of any deduction, other than for premiums, for amounts paid directly or indirectly to a commonly controlled entity that is exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978;

(2) subtracting from that income:

(a) income from obligations of the United States net of expenses incurred to earn that income;

(b) other amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States net of any related expenses;

(c) an amount equal to one hundred percent of the subpart F income, as that term is defined in Section 952 of the Internal Revenue Code, as that section may be amended or renumbered, included in the income of the corporation; and

(d) an amount equal to one hundred

percent of the income of the corporation under Section 951A of the Internal Revenue Code, after allowing the deduction provided in Section 250 of the Internal Revenue Code;

(3) making other adjustments deemed necessary to properly reflect income of the unitary group, including attribution of income or expense related to unitary assets held by related corporations that are not part of the filing group; and

(4) for a taxpayer that conducts a lawful business pursuant to the laws of this state, excludes an amount equal to any expenditure that is eligible to be claimed as a federal income tax deduction but is disallowed pursuant to Section 280E of the Internal Revenue Code, as that section may be amended or renumbered;

D. "captive real estate investment trust" means a corporation, trust or association taxed as a real estate investment trust pursuant to Section 857 of the Internal Revenue Code, the shares or beneficial interests of which are not regularly traded on an established securities market; provided that more than fifty percent of any class of beneficial interests or shares of the real estate investment trust are owned directly, indirectly or constructively by the taxpayer during all or a part of the taxpayer's taxable year;

E. "common ownership" means the direct or indirect control or ownership of more than fifty percent of the

outstanding voting stock, ownership of which is determined pursuant to Section 1563 of the Internal Revenue Code, as that section may be amended or renumbered, of:

(1) a parent-subsidiary controlled group as defined in Section 1563 of the Internal Revenue Code, except that fifty percent shall be substituted for eighty percent;

(2) a brother-sister controlled group as defined in Section 1563 of the Internal Revenue Code; or

(3) three or more corporations each of which is a member of a group of corporations described in Paragraph (1) or (2) of this subsection, and one of which is:

(a) a common parent corporation included in a group of corporations described in Paragraph (1) of this subsection; and

(b) included in a group of corporations described in Paragraph (2) of this subsection;

F. "consolidated group" means the group of entities properly filing a federal consolidated return under the Internal Revenue Code for the taxable year;

G. "corporation" means corporations, joint stock companies, real estate trusts organized and operated under the Real Estate Trust Act, financial corporations and banks, other business associations and, for corporate income tax purposes, partnerships and limited liability companies taxed as corporations under the Internal Revenue Code;

H. "department" means the taxation and revenue department, the secretary of taxation and revenue or any employee of the department exercising authority lawfully delegated to that employee by the secretary;

I. "filing group" means a group of corporations properly included in a return pursuant to Section 7-2A-8.3 NMSA 1978 for a particular taxable year;

J. "fiscal year" means any accounting period of twelve months ending on the last day of any month other than December;

K. "grandfathered net operating loss carryover" means:

(1) the amount of net loss properly reported to New Mexico for taxable years beginning January 1, 2013 and prior to January 1, 2020 as part of a timely filed original return, or an amended return for those taxable years filed prior to January 1, 2020, to the extent such loss can be attributed to one or more corporations that are properly included in the taxpayer's return for the first taxable year beginning on or after January 1, 2020;

(2) reduced by:

(a) adding back deductions that were taken by the corporation or corporations for royalties or interest paid to one or more related corporations, but only to the extent that such adjustment would not create a net

loss for such related corporations; and

(b) the amount of net operating loss deductions taken prior to January 1, 2020 that would be charged against those losses consistent with the Internal Revenue Code and provisions of the Corporate Income and Franchise Tax Act applicable to the year of the deduction; and

(3) apportioned to New Mexico using the apportionment factors that can properly be attributed to the corporation or corporations for the year of the net loss;

L. "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended;

M. "net income" means:

(1) the base income of a corporation properly filing a tax return as a separate entity; or

(2) the combined base income and losses of corporations that are part of a filing group that is computed after eliminating intercompany income and expense in a manner consistent with the consolidated filing requirements of the Internal Revenue Code and the Corporate Income and Franchise Tax Act;

N. "net operating loss carryover" means the apportioned net loss properly reported on an original or amended tax return for taxable years beginning on or after January 1, 2020 by the taxpayer:

(1) plus:

(a) the portion of an apportioned net loss properly reported to New Mexico for a taxable year beginning on or after January 1, 2020, on a separate year return, to the extent the taxpayer would have been entitled to include the portion of such apportioned net loss in the taxpayer's consolidated net operating loss carryforward under the Internal Revenue Code if the taxpayer filed a consolidated federal return; and

(b) the taxpayer's grandfathered net operating loss carryover; and

(2) minus:

(a) the amount of the net operating loss carryover attributed to an entity that has left the filing group, computed in a manner consistent with the consolidated filing requirements of the Internal Revenue Code and applicable regulations, as if the taxpayer were filing a consolidated return; and

(b) the amount of net operating loss deductions properly taken by the taxpayer;

O. "net operating loss deduction" means the portion of the net operating loss carryover that may be deducted from the taxpayer's apportioned net income under the Internal Revenue Code as of January 1, 2018 for the taxable year in which the deduction is taken, including the eighty

percent limitation of Section 172(a) of the Internal Revenue Code as of January 1, 2018 calculated on the basis of the taxpayer's apportioned net income;

P. "person" means any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, limited liability company, joint venture, syndicate or other association; "person" also means, to the extent permitted by law, any federal, state or other governmental unit or subdivision or agency, department or instrumentality thereof;

Q. "real estate investment trust" has the meaning ascribed to the term in Section 856 of the Internal Revenue Code, as that section may be amended or renumbered;

R. "related corporation" means a corporation that is under common ownership with one or more corporations but that is not included in the same tax return;

S. "return" means any tax or information return, including a water's-edge or worldwide combined return, a consolidated return, a declaration of estimated tax or a claim for refund, including any amendments or supplements to the return, required or permitted pursuant to a law subject to administration and enforcement pursuant to the Tax Administration Act and filed with the department by or on behalf of any person;

T. "secretary" means the secretary of taxation and

revenue or the secretary's delegate;

U. "separate year return" means a properly filed original or amended return for a taxable year beginning on or after January 1, 2020 by a taxpayer reporting a loss, a portion of which is claimed as part of the net operating loss carryover by another taxpayer in a subsequent return period;

V. "state" means any state of the United States, the District of Columbia, the commonwealth of Puerto Rico, any territory or possession of the United States or political subdivision thereof or any political subdivision of a foreign country;

W. "state or local bond" means a bond issued by a state other than New Mexico or by a local government other than one of New Mexico's political subdivisions, the interest from which is excluded from income for federal income tax purposes under Section 103 of the Internal Revenue Code, as that section may be amended or renumbered;

X. "taxable income" means a taxpayer's apportioned net income minus the net operating loss deduction for the taxable year;

Y. "taxable year" means the calendar year or fiscal year upon the basis of which the net income is computed under the Corporate Income and Franchise Tax Act and includes, in the case of the return made for a fractional part of a year under the provisions of that act, the period

for which the return is made;

Z. "taxpayer" means any corporation or group of corporations filing a return pursuant to Section 7-2A-8.3 NMSA 1978 subject to the taxes imposed by the Corporate Income and Franchise Tax Act;

AA. "unitary group" means a group of two or more corporations, including a captive real estate investment trust, but not including an S corporation, an insurance company subject to the provisions of the New Mexico Insurance Code, an insurance company that would be subject to the New Mexico Insurance Code if the insurance company engaged in business in this state or a real estate investment trust that is not a captive real estate investment trust, that are:

(1) related through common ownership; and

(2) economically interdependent with one another as demonstrated by the following factors:

(a) centralized management;

(b) functional integration; and

(c) economies of scale;

BB. "water's-edge group" means all corporations that are part of a unitary group, except:

(1) corporations that are exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978; and

(2) corporations wherever organized or

incorporated that have less than twenty percent of their property, payroll and sales sourced to locations within the United States, following the sourcing rules of the Uniform Division of Income for Tax Purposes Act; and

CC. "worldwide combined group" means all members of a unitary group, except members that are exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978, irrespective of the country in which the corporations are incorporated or conduct business activity."

SECTION 53. Section 7-9-73.2 NMSA 1978 (being Laws 1998, Chapter 95, Section 2 and Laws 1998, Chapter 99, Section 4, as amended) is amended to read:

"7-9-73.2. DEDUCTION--GROSS RECEIPTS TAX AND GOVERNMENTAL GROSS RECEIPTS TAX--PRESCRIPTION DRUGS--OXYGEN--CANNABIS.--

A. Receipts from the sale of prescription drugs and oxygen and oxygen services provided by a licensed medicare durable medical equipment provider and cannabis products that are sold in accordance with the Lynn and Erin Compassionate Use Act may be deducted from gross receipts and governmental gross receipts.

B. For the purposes of this section, "prescription drugs" means insulin and substances that are:

(1) dispensed by or under the supervision of a licensed pharmacist or by a physician or other person

authorized under state law to do so;

(2) prescribed for a specified person by a person authorized under state law to prescribe the substance; and

(3) subject to the restrictions on sale contained in Subparagraph 1 of Subsection (b) of 21 USCA 353."

SECTION 54. Section 9-11-12.1 NMSA 1978 (being Laws 1997, Chapter 64, Section 1, as amended) is amended to read:

"9-11-12.1. TRIBAL COOPERATIVE AGREEMENTS.--

A. The secretary may enter into cooperative agreements with the Pueblos of Acoma, Cochiti, Jemez, Isleta, Laguna, Nambe, Picuris, Pojoaque, Sandia, San Felipe, San Ildefonso, San Juan, Santa Ana, Santa Clara, Santo Domingo, Taos, Tesuque, Zia and Zuni; the Jicarilla Apache Nation; the Mescalero Apache Tribe; and the nineteen pueblos acting collectively for the exchange of information and the reciprocal, joint or common enforcement, administration, collection, remittance and audit of gross receipts tax and cannabis excise tax revenues of the party jurisdictions.

B. Money collected by the department on behalf of a tribe in accordance with an agreement entered into pursuant to this section is not money of this state and shall be collected and disbursed in accordance with the terms of the agreement, notwithstanding any other provision of law.

C. The secretary is empowered to promulgate such rules and to establish such procedures as the secretary deems appropriate for the collection and disbursement of funds due a tribe and for the receipt of money collected by a tribe for the account of this state under the terms of a cooperative agreement entered into under the authority of this section, including procedures for identification of taxpayers or transactions that are subject only to the taxing authority of the tribe, taxpayers or transactions that are subject only to the taxing authority of this state and taxpayers or transactions that are subject to the taxing authority of both party jurisdictions.

D. Nothing in an agreement entered into pursuant to this section shall be construed as authorizing this state or a tribe to tax a person or transaction that federal law prohibits that government from taxing, authorizing a state or tribal court to assert jurisdiction over a person who is not otherwise subject to that court's jurisdiction or affecting any issue of the respective civil or criminal jurisdictions of this state or the tribe. Nothing in an agreement entered into pursuant to this section shall be construed as an assertion or an admission by either this state or a tribe that the taxes of one have precedence over the taxes of the other when a person or transaction is subject to the taxing authority of both governments. An agreement entered into

pursuant to this section shall be construed solely as an agreement between the two party governments and shall not alter or affect the government-to-government relations between this state and any other tribe.

E. As used in this section:

(1) "tribal" means of or pertaining to a tribe; and

(2) "tribe" means an Indian nation, tribe or pueblo located entirely in New Mexico."

SECTION 55. Section 9-16-4 NMSA 1978 (being Laws 1983, Chapter 297, Section 20, as amended) is amended to read:

"9-16-4. DEPARTMENT ESTABLISHED.--The "regulation and licensing department" is created in the executive branch. The department shall not be a cabinet department. The department shall consist of but not be limited to the following divisions:

A. the administrative services division;

B. the construction industries division;

C. the financial institutions division;

D. the securities division;

E. the manufactured housing division;

F. the alcoholic beverage control division; and

G. the cannabis control division."

SECTION 56. Section 9-16-6 NMSA 1978 (being Laws 1983, Chapter 297, Section 22, as amended) is amended to read:

"9-16-6. SUPERINTENDENT--DUTIES AND GENERAL POWERS.--

A. The superintendent is responsible to the governor for the operation of the department. It is the superintendent's duty to manage all operations of the department and to administer and enforce the laws with which the superintendent, the department or a division of the department is charged.

B. To perform the superintendent's duties, the superintendent has every power expressly enumerated in the laws, whether granted to the superintendent or the department or any division of the department, except where authority conferred upon any division is explicitly exempted from the superintendent's authority by statute. In accordance with these provisions, the superintendent shall:

(1) except as otherwise provided in the Regulation and Licensing Department Act, exercise general supervisory and appointing authority over all department employees, subject to any applicable personnel laws and regulations;

(2) delegate authority to subordinates as the superintendent deems necessary and appropriate, clearly delineating such delegated authority and the limitations thereto;

(3) organize the department into those organizational units the superintendent deems will enable it

to function most efficiently, subject to any provisions of law requiring or establishing specific organizational units;

(4) within the limitations of available appropriations and applicable laws, employ and fix the compensation of those persons necessary to discharge the superintendent's duties;

(5) take administrative action by issuing orders and instructions, not inconsistent with the law, to assure implementation of and compliance with the provisions of law for whose administration or execution the superintendent is responsible and to enforce those orders and instructions by appropriate administrative action or actions in the courts;

(6) conduct research and studies that will improve the operations of the department and the provision of services to the residents of the state;

(7) provide courses of instruction and practical training for employees of the department and other persons involved in the administration of programs, with the objective of improving the operations and efficiency of administration;

(8) prepare an annual budget of the department;

(9) provide administratively attached agencies assistance as necessary to:

(a) minimize or eliminate duplication of services and jurisdictional conflicts;

(b) coordinate activities and resolve problems of mutual concern; and

(c) provide implementation of licensure processes, budgeting, recordkeeping, procurement, contracting, hiring and supervision of staff and related administrative and clerical assistance for administratively attached agencies; and

(10) appoint, with the governor's consent, a "director" for each division. These appointed positions are exempt from the provisions of the Personnel Act. Persons appointed to these positions shall serve at the pleasure of the superintendent.

C. The superintendent may apply for and receive, with the governor's approval, in the name of the department any public or private funds, including United States government funds, available to the department to carry out its programs, duties or services.

D. The superintendent may make and adopt such reasonable and procedural rules as may be necessary to carry out the duties of the department and its divisions; provided that where a licensing entity requires submission of fingerprints as part of the initial license application, and a licensee has provided fingerprints and the license has been

issued, the licensing entity shall not require a licensee to submit fingerprints again to renew the license, but a licensee shall submit to a background investigation if required; and provided further that the prohibition against requiring additional fingerprints shall not apply to the financial institutions division of the department when utilizing the nationwide multistate licensing system and registry.

E. No rule promulgated by the director of any division in carrying out the functions and duties of the department or a division shall be effective until approved by the superintendent, unless otherwise provided by statute. Unless otherwise provided by statute, all rules adopted, amended or repealed by the superintendent or the director of any division shall have notice provided and be conducted and filed in accordance with the State Rules Act."

SECTION 57. Section 24-16-12 NMSA 1978 (being Laws 2007, Chapter 20, Section 4, as amended) is amended to read:

"24-16-12. SMOKING-PERMITTED AREAS.--Notwithstanding any other provision of the Dee Johnson Clean Indoor Air Act, smoking-permitted areas include the following:

A. a private residence, unless it is used commercially to provide child care, adult care or health care or any combination of those activities;

B. a retail tobacco store; provided that, for a

retail tobacco store established on or after the effective date of this 2019 act, the store shall be located in a standalone building;

C. a cigar bar; provided that, for a cigar bar established on or after June 14, 2019, the bar shall be located in a standalone building;

D. the facilities of a tobacco manufacturing company licensed by the United States to manufacture tobacco products that are operated by the company in its own name and that are used exclusively by the company in its business of manufacturing, marketing or distributing its tobacco products; provided that secondhand smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited under the Dee Johnson Clean Indoor Air Act;

E. a state-licensed gaming facility, casino or bingo parlor;

F. designated outdoor smoking areas;

G. private clubs;

H. hotel and motel rooms that are rented to guests and are designated as smoking-permitted rooms; provided that not more than ten percent of rooms rented to guests in a hotel or motel may be so designated;

I. a site that is being used in connection with the practice of cultural or ceremonial activities by Native

Americans and that is in accordance with the federal American Indian Religious Freedom Act, 42 U.S.C. 1996 and 1996a;

J. a theatrical stage or a motion picture or television production set when it is necessary for performers to smoke as part of the production; and

K. an indoor or outdoor cannabis consumption area pursuant to the Cannabis Regulation Act."

SECTION 58. Section 26-2B-3 NMSA 1978 (being Laws 2007, Chapter 210, Section 3, as amended) is amended to read:

"26-2B-3. DEFINITIONS.--As used in the Lynn and Erin Compassionate Use Act:

A. "adequate supply" means an amount of cannabis, in any form approved by the department, possessed by a qualified patient or collectively possessed by a qualified patient and the qualified patient's primary caregiver that is determined by rule of the department to be no more than reasonably necessary to ensure the uninterrupted availability of cannabis for a period of three months and that is derived solely from an intrastate source;

B. "cannabis":

(1) means all parts of the plant Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture,

salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; the sterilized seed of the plant that is incapable of germination; the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product; or hemp;

C. "cannabis extract":

(1) means a product obtained by separating resins from cannabis by solvent extraction using solvents other than vegetable glycerin, such as butane, hexane, isopropyl alcohol, ethanol or carbon dioxide; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

D. "cannabis flowers" means only the flowers of a cannabis plant;

E. "cannabis product":

(1) means a product that contains cannabis, including edible or topical products that may also contain other ingredients; and

(2) does not include the weight of any other

ingredient combined with cannabis or cannabis extract to prepare topical or oral administrations, food, drink or another product;

F. "debilitating medical condition" means:

(1) cancer;

(2) glaucoma;

(3) multiple sclerosis;

(4) damage to the nervous tissue of the spinal cord, with objective neurological indication of intractable spasticity;

(5) seizure disorder, including epilepsy;

(6) positive status for human immunodeficiency virus or acquired immune deficiency syndrome;

(7) admitted into hospice care in accordance with rules promulgated by the department;

(8) amyotrophic lateral sclerosis;

(9) Crohn's disease;

(10) hepatitis C infection;

(11) Huntington's disease;

(12) inclusion body myositis;

(13) inflammatory autoimmune-mediated arthritis;

(14) intractable nausea or vomiting;

(15) obstructive sleep apnea;

(16) painful peripheral neuropathy;

(17) Parkinson's disease;

(18) posttraumatic stress disorder;

(19) severe chronic pain;

(20) severe anorexia or cachexia;

(21) spasmodic torticollis;

(22) ulcerative colitis; or

(23) any other medical condition, medical treatment or disease as approved by the department;

G. "department" means the department of health;

H. "division" means the cannabis control division of the regulation and licensing department;

I. "dry weight basis" means a process by which delta–9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant, at the point of harvest and with no moisture added to the harvested plant;

J. "hemp" means the plant genus Cannabis and any part of the plant, whether growing or not, containing a delta-9-tetrahydrocannabinol concentration of no more than three-tenths percent on a dry weight basis;

K. "medical cannabis program" means the program

established pursuant to the Lynn and Erin Compassionate Use Act for authorization and regulation of the medical use of cannabis in the state;

L. "practitioner" means a person licensed in New Mexico to prescribe and administer drugs that are subject to the Controlled Substances Act;

M. "primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who has been designated by the patient's practitioner as being necessary to take responsibility for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the provisions of the Lynn and Erin Compassionate Use Act;

N. "qualified patient" means a resident of New Mexico who has been diagnosed by a practitioner as having a debilitating medical condition and has received written certification and a registry identification card pursuant to the Lynn and Erin Compassionate Use Act on the basis of having been diagnosed, in person or via telemedicine, by a practitioner as having a debilitating medical condition;

O. "reciprocal participant" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory

or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

P. "registry identification card" means a document that the department issues:

(1) to a qualified patient that identifies the bearer as a qualified patient and authorizes the qualified patient to use cannabis for a debilitating medical condition; or

(2) to a primary caregiver that identifies the bearer as a primary caregiver authorized to engage in the intrastate possession and administration of cannabis for the sole use of a qualified patient who is identified on the document;

Q. "safety-sensitive position" means a position in which performance by a person under the influence of drugs or alcohol would constitute an immediate or direct threat of injury or death to that person or another;

R. "telemedicine" means the use of telecommunications and information technology to provide clinical health care from a site apart from the site where the patient is located, in real time or asynchronously, including the use of interactive simultaneous audio and video

or store-and-forward technology, or off-site patient monitoring and telecommunications in order to deliver health care services;

S. "THC" means delta-9-tetrahydrocannabinol, a substance that is the primary psychoactive ingredient in cannabis; and

T. "written certification" means a statement made on a department-approved form and signed by a patient's practitioner that indicates, in the practitioner's professional opinion, that the patient has a debilitating medical condition and the practitioner believes that the potential health benefits of the medical use of cannabis would likely outweigh the health risks for the patient."

SECTION 59. Section 26-2B-4 NMSA 1978 (being Laws 2007, Chapter 210, Section 4, as amended) is amended to read:

"26-2B-4. EXEMPTION FROM CRIMINAL AND CIVIL PENALTIES FOR THE MEDICAL USE OF CANNABIS.--

A. A qualified patient or a qualified patient's primary caregiver shall not be subject to arrest, prosecution or penalty in any manner for the possession of or the medical use of cannabis if the quantity of cannabis does not exceed an adequate supply; provided that a qualified patient or the qualified patient's primary caregiver may possess that qualified patient's harvest of cannabis.

B. A reciprocal participant shall not be subject

to arrest, prosecution or penalty in any manner for the possession of or the medical use of cannabis if the quantity of cannabis does not exceed the limit identified by department rule.

C. The following conduct is lawful and shall not constitute grounds for detention, search or arrest of a person or for a violation of probation or parole, and cannabis products that relate to the conduct are not contraband or subject to seizure or forfeiture pursuant to the Controlled Substances Act or the Forfeiture Act:

(1) a qualified patient or primary caregiver possessing or transporting not more than an adequate supply or a reciprocal participant possessing or transporting not more than the limit identified by department rule;

(2) a qualified patient or primary caregiver purchasing or obtaining not more than an adequate supply from a lawful source or a reciprocal participant purchasing or obtaining not more than the limit identified by department rule;

(3) a qualified patient or reciprocal participant using or being under the influence of cannabis; provided that the qualified patient or reciprocal participant is acting consistent with law; or

(4) a qualified patient, primary caregiver or reciprocal participant transferring, without financial

consideration, to a qualified patient, primary caregiver or reciprocal participant not more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis.

D. Subsection A of this section shall not apply to a qualified patient under the age of eighteen years, unless:

(1) the qualified patient's practitioner has explained the potential risks and benefits of the medical use of cannabis to the qualified patient and to a parent, guardian or other person having legal custody of the qualified patient; and

(2) a parent, guardian or other person having legal custody consents in writing to:

(a) allow the qualified patient's medical use of cannabis;

(b) serve as the qualified patient's primary caregiver; and

(c) control the dosage and the frequency of the medical use of cannabis by the qualified patient.

E. A qualified patient or a primary caregiver shall be granted the full legal protections provided in this section if the qualified patient or primary caregiver is in possession of a registry identification card. If the qualified patient or primary caregiver is not in possession

of a registry identification card, the qualified patient or primary caregiver shall be given an opportunity to produce the registry identification card before any arrest or criminal charges or other penalties are initiated.

F. A practitioner shall not be subject to arrest or prosecution, penalized in any manner or denied any right or privilege for recommending the medical use of cannabis or providing written certification for the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act.

G. Any property interest that is possessed, owned or used in connection with the medical use of cannabis, or acts incidental to such use, shall not be harmed, neglected, injured or destroyed while in the possession of state or local law enforcement officials. Such property interest shall not be forfeited under any state or local law providing for the forfeiture of property except as provided in the Forfeiture Act. Cannabis, paraphernalia or other property seized from a qualified patient, primary caregiver or reciprocal participant in connection with the claimed medical use of cannabis shall be returned immediately upon the determination by a court or prosecutor that the qualified patient, primary caregiver or reciprocal participant is entitled to the protections of the provisions of the Lynn and Erin Compassionate Use Act, as may be evidenced by a failure to actively investigate the case, a decision not to

prosecute, the dismissal of charges or acquittal.

H. A person shall not be subject to arrest or prosecution for a cannabis-related offense for simply being in the presence of the medical use of cannabis as allowed under the provisions of the Lynn and Erin Compassionate Use Act."

SECTION 60. Section 26-2B-5 NMSA 1978 (being Laws 2007, Chapter 210, Section 5, as amended by Laws 2019, Chapter 247, Section 5 and by Laws 2019, Chapter 261, Section 2) is amended to read:

"26-2B-5. PROHIBITIONS, RESTRICTIONS AND LIMITATIONS ON THE MEDICAL USE OF CANNABIS--CRIMINAL PENALTIES.--

A. Participation in a medical use of cannabis program by a qualified patient, primary caregiver or reciprocal participant does not relieve the qualified patient, primary caregiver or reciprocal participant from:

(1) criminal prosecution or civil penalties for activities not authorized in the Lynn and Erin Compassionate Use Act;

(2) liability for damages or criminal prosecution arising out of the operation of a vehicle while under the influence of cannabis; or

(3) criminal prosecution or civil penalty for possession or use of cannabis:

(a) in the workplace of the qualified

patient's, primary caregiver's or reciprocal participant's employment; or

(b) at a public park, recreation center, youth center or other public place.

B. A person who makes a fraudulent representation to a law enforcement officer about the person's participation in a medical use of cannabis program to avoid arrest or prosecution for a cannabis-related offense is guilty of a petty misdemeanor and shall be sentenced in accordance with the provisions of Section 31-19-1 NMSA 1978."

SECTION 61. Section 26-2B-6.1 NMSA 1978 (being Laws 2019, Chapter 247, Section 8) is amended to read:

"26-2B-6.1. ASSESSMENT REPORTING.--In consultation with qualified patients and primary caregivers, the department shall produce an assessment report annually, which shall be published to the public and that includes at a minimum an evaluation of:

A. the affordability of and accessibility to medical cannabis pursuant to the Lynn and Erin Compassionate Use Act; and

B. the needs of qualified patients who live in rural areas, federal subsidized housing or New Mexico Indian nations, tribes or pueblos."

SECTION 62. Section 26-2B-7 NMSA 1978 (being Laws 2007, Chapter 210, Section 7, as amended) is amended to read:

"26-2B-7. REGISTRY IDENTIFICATION CARDS--DEPARTMENT RULES--DUTIES--RECIPROCITY.--

A. After consultation with the advisory board, the department shall promulgate rules in accordance with the State Rules Act to implement the purpose of the Lynn and Erin Compassionate Use Act. The rules shall:

(1) govern the manner in which the department will consider applications for registry identification cards and for the renewal of identification cards for qualified patients and primary caregivers;

(2) define the amount of cannabis that is necessary to constitute an adequate supply, including amounts for topical treatments;

(3) identify criteria and set forth procedures for including additional medical conditions, medical treatments or diseases to the list of debilitating medical conditions that qualify for the medical use of cannabis. Procedures shall include a petition process and shall allow for public comment and public hearings before the advisory board;

(4) set forth additional medical conditions, medical treatments or diseases to the list of debilitating medical conditions that qualify for the medical use of cannabis as recommended by the advisory board;

(5) determine additional duties and

responsibilities of the advisory board; and

(6) be revised and updated as necessary.

B. The department shall issue registry identification cards to a patient and to the primary caregiver for that patient, if any, who submit the following, in accordance with the department's rules:

(1) a written certification;

(2) the name, address and date of birth of the patient;

(3) the name, address and telephone number of the patient's practitioner; and

(4) the name, address and date of birth of the patient's primary caregiver, if any.

C. The department shall verify the information contained in an application submitted pursuant to Subsection B of this section and shall approve or deny an application within thirty days of receipt. The department may deny an application only if the applicant did not provide the information required pursuant to Subsection B of this section or if the department determines that the information provided is false. A person whose application has been denied shall not reapply for six months from the date of the denial unless otherwise authorized by the department.

D. The department shall issue a registry identification card within five days of approving an

application, and a card shall expire three years after the date of issuance.

E. A registry identification card shall contain:

(1) the name and date of birth of the qualified patient and primary caregiver, if any;

(2) the date of issuance and expiration date of the registry identification card; and

(3) other information that the department may require by rule.

F. A person who possesses a registry identification card shall notify the department of any change in the person's name, qualified patient's practitioner, qualified patient's primary caregiver or change in status of the qualified patient's debilitating medical condition within ten days of the change.

G. Possession of or application for a registry identification card shall not constitute probable cause or give rise to reasonable suspicion for a governmental agency to search the person or property of the person possessing or applying for the card.

H. The department shall maintain a confidential file containing the names and addresses of the persons who have either applied for or received a registry identification card. Individual names on the list shall be confidential and not subject to disclosure, except:

(1) to authorized employees or agents of the department as necessary to perform the duties of the department pursuant to the provisions of the Lynn and Erin Compassionate Use Act;

(2) to authorized employees of state or local law enforcement agencies, but only for the purpose of verifying that a person is lawfully in possession of a registry identification card;

(3) to the division; or

(4) as provided in the federal Health Insurance Portability and Accountability Act of 1996.

I. By March 1, 2020, the secretary of health shall adopt and promulgate rules relating to medical cannabis program reciprocity. The department may identify requirements for the granting of reciprocity, including provisions limiting the period of time in which a reciprocal participant may participate in the medical cannabis program.

J. A reciprocal participant:

(1) may participate in the medical cannabis program in accordance with department rules;

(2) shall not be required to comply with the registry identification card application and renewal requirements established pursuant to this section and department rules;

(3) shall at all times possess proof of

authorization to participate in the medical cannabis program of another state, the District of Columbia, a territory or commonwealth of the United States or a New Mexico Indian nation, tribe or pueblo and shall present proof of that authorization when purchasing cannabis from a person licensed pursuant to the Cannabis Regulation Act; and

(4) shall register with a person licensed pursuant to the Cannabis Regulation Act for the purpose of tracking sales to the reciprocal participant in an electronic system that is accessible to the department."

SECTION 63. Section 30-31-2 NMSA 1978 (being Laws 1972, Chapter 84, Section 2, as amended) is amended to read:

"30-31-2. DEFINITIONS.--As used in the Controlled Substances Act:

A. "administer" means the direct application of a controlled substance by any means to the body of a patient or research subject by a practitioner or the practitioner's agent;

B. "agent" includes an authorized person who acts on behalf of a manufacturer, distributor or dispenser. It does not include a common or contract carrier, public warehouseperson or employee of the carrier or warehouseperson;

C. "board" means the board of pharmacy;

D. "bureau" means the narcotic and dangerous drug

section of the criminal division of the United States department of justice, or its successor agency;

E. "controlled substance" means a drug or substance listed in Schedules I through V of the Controlled Substances Act or rules adopted thereto;

F. "counterfeit substance" means a controlled substance that bears the unauthorized trademark, trade name, imprint, number, device or other identifying mark or likeness of a manufacturer, distributor or dispenser other than the person who in fact manufactured, distributed or dispensed the controlled substance;

G. "deliver" means the actual, constructive or attempted transfer from one person to another of a controlled substance or controlled substance analog, whether or not there is an agency relationship;

H. "dispense" means to deliver a controlled substance to an ultimate user or research subject pursuant to the lawful order of a practitioner, including the administering, prescribing, packaging, labeling or compounding necessary to prepare the controlled substance for that delivery;

I. "dispenser" means a practitioner who dispenses and includes hospitals, pharmacies and clinics where controlled substances are dispensed;

J. "distribute" means to deliver other than by

administering or dispensing a controlled substance or controlled substance analog;

K. "drug" or "substance" means substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States or official national formulary or any respective supplement to those publications. It does not include devices or their components, parts or accessories;

L. "manufacture" means the production, preparation, compounding, conversion or processing of a controlled substance or controlled substance analog by extraction from substances of natural origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis and includes any packaging or repackaging of the substance or labeling or relabeling of its container, except that this term does not include the preparation or compounding of a controlled substance:

(1) by a practitioner as an incident to administering or dispensing a controlled substance in the course of the practitioner's professional practice; or

(2) by a practitioner, or by the practitioner's agent under the practitioner's supervision, for the purpose of or as an incident to research, teaching or chemical analysis and not for sale;

M. "narcotic drug" means any of the following,

whether produced directly or indirectly by extraction from substances of vegetable origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis:

(1) opium and opiate and any salt, compound, derivative or preparation of opium or opiate;

(2) any salt, compound, isomer, derivative or preparation that is a chemical equivalent of any of the substances referred to in Paragraph (1) of this subsection, except the isoquinoline alkaloids of opium;

(3) opium poppy and poppy straw, including all parts of the plant of the species Papaver somniferum L. except its seeds; or

(4) coca leaves and any salt, compound, derivative or preparation of coca leaves, any salt, compound, isomer, derivative or preparation that is a chemical equivalent of any of these substances except decocainized coca leaves or extractions of coca leaves that do not contain cocaine or ecgonine;

N. "opiate" means any substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having addiction-forming or addiction-sustaining liability. "Opiate" does not include, unless specifically designated as controlled under Section 30-31-5 NMSA 1978, the

dextrorotatory isomer of 3-methoxy-n-methylmorphinan and its salts, dextromethorphan. "Opiate" does include its racemic and levorotatory forms;

O. "person" means an individual, partnership, corporation, association, institution, political subdivision, government agency or other legal entity;

P. "practitioner" means a physician, certified advanced practice chiropractic physician, doctor of oriental medicine, dentist, physician assistant, certified nurse practitioner, clinical nurse specialist, certified nurse-midwife, prescribing psychologist, veterinarian, euthanasia technician, pharmacist, pharmacist clinician or other person licensed or certified to prescribe and administer drugs that are subject to the Controlled Substances Act;

Q. "prescription" means an order given individually for the person for whom is prescribed a controlled substance, either directly from a licensed practitioner or the practitioner's agent to the pharmacist, including by means of electronic transmission, or indirectly by means of a written order signed by the prescriber, bearing the name and address of the prescriber, the prescriber's license classification, the name and address of the patient, the name and quantity of the drug prescribed, directions for use and the date of issue and in accordance with the Controlled Substances Act or rules adopted thereto;

R. "scientific investigator" means a person registered to conduct research with controlled substances in the course of the person's professional practice or research and includes analytical laboratories;

S. "ultimate user" means a person who lawfully possesses a controlled substance for the person's own use or for the use of a member of the person's household or for administering to an animal under the care, custody and control of the person or by a member of the person's household;

T. "drug paraphernalia" means, except as to use in accordance with the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, all equipment, products and materials of any kind that are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance or controlled substance analog in violation of the Controlled Substances Act. It includes:

(1) kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting any species of plant that is a controlled

substance or controlled substance analog or from which a controlled substance can be derived;

(2) kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances or controlled substance analogs;

(3) isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant that is a controlled substance;

(4) testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances or controlled substance analogs;

(5) scales or balances used, intended for use or designed for use in weighing or measuring controlled substances or controlled substance analogs;

(6) diluents and adulterants, such as quinine hydrochloride, mannitol, mannite dextrose and lactose, used, intended for use or designed for use in cutting controlled substances or controlled substance analogs;

(7) blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances or controlled substance analogs;

(8) capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances or controlled substance analogs;

(9) containers and other objects used, intended for use or designed for use in storing or concealing controlled substances or controlled substance analogs;

(10) hypodermic syringes, needles and other objects used, intended for use or designed for use in parenterally injecting controlled substances or controlled substance analogs into the human body;

(11) objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing cocaine into the human body, such as:

(a) metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent screens, hashish heads or punctured metal bowls;

(b) water pipes;

(c) carburetion tubes and devices;

(d) smoking and carburetion masks;

(e) miniature cocaine spoons and cocaine vials;

(f) chamber pipes;

(g) carburetor pipes;

(h) electric pipes;

(i) air-driven pipes;

(j) chilams;

(k) bongs; or

(l) ice pipes or chillers; and

(12) in determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

(a) statements by the owner or by anyone in control of the object concerning its use;

(b) the proximity of the object, in time and space, to a direct violation of the Controlled Substances Act or any other law relating to controlled substances or controlled substance analogs;

(c) the proximity of the object to controlled substances or controlled substance analogs;

(d) the existence of any residue of a controlled substance or controlled substance analog on the object;

(e) instructions, written or oral, provided with the object concerning its use;

(f) descriptive materials accompanying the object that explain or depict its use;

(g) the manner in which the object is displayed for sale; and

(h) expert testimony concerning its use;

U. "controlled substance analog" means a substance other than a controlled substance that has a chemical structure substantially similar to that of a controlled substance in Schedule I, II, III, IV or V or that was specifically designed to produce effects substantially similar to that of controlled substances in Schedule I, II, III, IV or V. Examples of chemical classes in which controlled substance analogs are found:

(1) include:

(a) phenethylamines;

(b) N-substituted piperidines;

(c) morphinans;

(d) ecgonines;

(e) quinazolinones;

(f) substituted indoles; and

(g) arylcycloalkylamines; and

(2) do not include those substances that are generally recognized as safe and effective within the meaning of the Federal Food, Drug, and Cosmetic Act or have been manufactured, distributed or possessed in conformance with the provisions of an approved new drug application or an exemption for investigational use within the meaning of Section 505 of the Federal Food, Drug, and Cosmetic Act;

V. "human consumption" includes application, injection, inhalation, ingestion or any other manner of introduction;

W. "drug-free school zone" means a public school, parochial school or private school or property that is used for a public, parochial or private school purpose and the area within one thousand feet of the school property line, but it does not mean any post-secondary school; and

X. "valid practitioner-patient relationship" means a professional relationship, as defined by the practitioner's licensing board, between the practitioner and the patient."

SECTION 64. Section 30-31-6 NMSA 1978 (being Laws 1972, Chapter 84, Section 6, as amended) is amended to read:

"30-31-6. SCHEDULE I.--The following controlled substances are included in Schedule I:

A. any of the following opiates, including their isomers, esters, ethers, salts, and salts of isomers, esters and ethers, unless specifically exempted, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

(1) acetylmethadol;

(2) allylprodine;

(3) alphacetylmethadol;

(4) alphameprodine;

(5) alphamethadol;

(6) benzethidine;

(7) betacetylmethadol;

(8) betameprodine;

(9) betamethadol;

(10) betaprodine;

(11) clonitazene;

(12) dextromoramide;

(13) dextrorphan;

(14) diampromide;

(15) diethylthiambutene;

(16) dimenoxadol;

(17) dimepheptanol;

(18) dimethylthiambutene;

(19) dioxaphetyl butyrate;

(20) dipipanone;

(21) ethylmethylthiambutene;

(22) etonitazene;

(23) etoxeridine;

(24) furethidine;

(25) hydroxypethidine;

(26) ketobemidone;

(27) levomoramide;

(28) levophenacylmorphan;

(29) morpheridine;

(30) noracymethadol;

(31) norlevorphanol;

(32) normethadone;

(33) norpipanone;

(34) phenadoxone;

(35) phenampromide;

(36) phenomorphan;

(37) phenoperidine;

(38) piritramide;

(39) proheptazine;

(40) properidine;

(41) racemoramide; and

(42) trimeperidine;

B. any of the following opium derivatives, their salts, isomers and salts of isomers, unless specifically exempted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) acetorphine;

(2) acetyldihydrocodeine;

(3) benzylmorphine;

(4) codeine methylbromide;

(5) codeine-N-oxide;

(6) cyprenorphine;

(7) desomorphine;

(8) dihydromorphine;

(9) etorphine;

(10) heroin;

(11) hydromorphinol;

(12) methyldesorphine;

(13) methyldihydromorphine;

(14) morphine methylbromide;

(15) morphine methylsulfonate;

(16) morphine-N-oxide;

(17) myrophine;

(18) nicocodeine;

(19) nicomorphine;

(20) normorphine;

(21) pholcodine; and

(22) thebacon;

C. any material, compound, mixture or preparation that contains any quantity of the following hallucinogenic substances, their salts, isomers and salts of isomers, unless specifically exempted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) 3,4-methylenedioxy amphetamine;

(2) 5-methoxy-3,4-methylenedioxy amphetamine;

(3) 3,4,5-trimethoxy amphetamine;

(4) bufotenine;

(5) diethyltryptamine;

(6) dimethyltryptamine;

(7) 4-methyl-2,5-dimethoxy amphetamine;

(8) ibogaine;

(9) lysergic acid diethylamide;

(10) mescaline;

(11) peyote, except as otherwise provided in the Controlled Substances Act;

(12) N-ethyl-3-piperidyl benzilate;

(13) N-methyl-3-piperidyl benzilate;

(14) psilocybin;

(15) psilocyn;

(16) synthetic cannabinoids, including:

(a) 1-[2-(4-(morpholinyl)ethyl] -3-(1-naphthoyl)indole;

(b) 1-butyl-3-(1-napthoyl)indole;

(c) 1-hexyl-3-(1-naphthoyl)indole;

(d) 1-pentyl-3-(1-naphthoyl)indole;

(e) 1-pentyl-3-(2-methoxyphenylacetyl) indole;

(f) cannabicyclohexanol (CP 47, 497 and homologues: 5-(1,1-dimethylheptyl)-2-[(1R,3S) -3-hydroxycyclohexyl]-phenol (CP-47,497); and 5-(1, 1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol;

(g) 6aR,10aR)-9-(hydroxymethyl)

-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,
10a-tetrahydrobenzo[c]chromen-1-ol);

(h) dexanabinol, (6aS,10aS)
-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)
-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol;

(i) 1-pentyl-3-(4-chloro naphthoyl)
indole;

(j) (2-methyl-1-propyl-1H-indol-3-yl)
-1-naphthalenyl-methanone; and

(k) 5-(1,1-dimethylheptyl)-2-(3-hydroxy
cyclohexyl)-phenol;

(17) 3,4-methylenedioxymethcathinone;

(18) 3,4-methylenedioxypyrovalerone;

(19) 4-methylmethcathinone;

(20) 4-methoxymethcathinone;

(21) 3-fluoromethcathinone; and

(22) 4-fluoromethcathinone;

D. the enumeration of peyote as a controlled
substance does not apply to the use of peyote in bona fide
religious ceremonies by a bona fide religious organization,
and members of the organization so using peyote are exempt
from registration. Any person who manufactures peyote for or
distributes peyote to the organization or its members shall
comply with the federal Comprehensive Drug Abuse Prevention
and Control Act of 1970 and all other requirements of law;

E. the enumeration of Schedule I controlled substances does not apply to:

(1) hemp pursuant to rules promulgated by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture;

(2) cultivation of hemp by persons pursuant to rules promulgated by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture;

(3) tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, including tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols with concentrations of up to five percent as measured using a post-decarboxylation method and based on percentage dry weight, possessed by a person in connection with the cultivation, transportation, testing, researching, manufacturing or other processing of the plant Cannabis sativa L., or any part of the plant whether growing or not, if authorized pursuant to rules promulgated, pursuant to the Hemp Manufacturing Act, by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture or the department of environment; or

(4) tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, including

tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols in any concentration possessed by a person in connection with the extraction of tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, if authorized pursuant to rules promulgated, pursuant to the Hemp Manufacturing Act, by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture or the department of environment; and

F. controlled substances added to Schedule I by rule adopted by the board pursuant to Section 30-31-3 NMSA 1978."

SECTION 65. Section 30-31-7 NMSA 1978 (being Laws 1972, Chapter 84, Section 7, as amended) is amended to read:

"30-31-7. SCHEDULE II.--

A. The following controlled substances are included in Schedule II:

(1) any of the following substances, except those narcotic drugs listed in other schedules, whether produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by combination of extraction and chemical synthesis:

(a) opium and opiate, and any salt, compound, derivative or preparation of opium or opiate;

(b) any salt, compound, isomer, derivative or preparation thereof that is chemically equivalent or identical with any of the substances referred to in Subparagraph (a) of this paragraph, but not including the isoquinoline alkaloids of opium;

(c) opium poppy and poppy straw; and

(d) coca leaves and any salt, compound, derivative or preparation of coca leaves, and any salt, compound, derivative or preparation thereof that is chemically equivalent or identical with any of these substances, but not including decocainized coca leaves or extractions that do not contain cocaine or ecgonine;

(2) any of the following opiates, including their isomers, esters, ethers, salts and salts of isomers, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

(a) alphaprodine;

(b) anileridine;

(c) bezitramide;

(d) dihydrocodeine;

(e) diphenoxylate;

(f) fentanyl;

(g) hydromorphone;

(h) isomethadone;

(i) levomethorphan;

(j) levorphanol;

(k) meperidine;

(l) metazocine;

(m) methadone;

(n) methadone--intermediate, 4-cyano-2-dimethylamino-4, 4-diphenyl butane;

(o) moramide--intermediate, 2-methyl-3-morpholino-1, 1-diphenyl-propane-carboxylic acid;

(p) oxycodone;

(q) pethidine;

(r) pethidine--intermediate--A, 4-cyano-1-methyl-4-phenylpiperidine;

(s) pethidine--intermediate--B, ethyl-4-phenyl-piperidine-4-carboxylate;

(t) pethidine--intermediate--C, 1-methyl-4-phenylpiperidine-4-carboxylic acid;

(u) phenazocine;

(v) piminodine;

(w) racemethorphan; and

(x) racemorphan;

(3) unless listed in another schedule, any material, compound, mixture or preparation that contains any quantity of the following substances having a potential for abuse associated with a stimulant effect on the central nervous system:

(a) amphetamine, its salts, optical isomers and salts of its optical isomers;

(b) phenmetrazine and its salts;

(c) methamphetamine, its salts, isomers and salts of isomers; and

(d) methylphenidate; and

(4) controlled substances added to Schedule II by rule adopted by the board pursuant to Section 30-31-3 NMSA 1978.

B. Where methadone is prescribed, administered or dispensed by a practitioner of a drug abuse rehabilitation program while acting in the course of the practitioner's professional practice, or otherwise lawfully obtained or possessed by a person, such person shall not possess such methadone beyond the date stamped or typed on the label of the container of the methadone, nor shall any person possess methadone except in the container in which it was originally administered or dispensed to such person, and such container shall include a label showing the name of the prescribing physician or practitioner, the identity of methadone, the name of the ultimate user, the date when the methadone is to be administered to or used or consumed by the named ultimate user shown on the label and a warning on the label of the methadone container that the ultimate user must use, consume or administer to the ultimate user the methadone in such

container. Any person who violates this subsection is guilty of a felony and shall be punished by imprisonment for not less than one year nor more than five years, or by a fine of up to five thousand dollars ($5,000), or both."

SECTION 66. Section 30-31-21 NMSA 1978 (being Laws 1972, Chapter 84, Section 21, as amended) is amended to read:

"30-31-21. DISTRIBUTION TO A MINOR.--Except as authorized by the Controlled Substances Act, no person who is eighteen years of age or older shall intentionally distribute a controlled substance to a person under the age of eighteen years. Any person who violates this section with respect to a controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of any controlled substance enumerated in Schedule I, II, III or IV is:

(1) for the first offense, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) for the second and subsequent offenses, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978."

SECTION 67. Section 30-31-22 NMSA 1978 (being Laws 1972, Chapter 84, Section 22, as amended) is amended to read:

"30-31-22. CONTROLLED OR COUNTERFEIT SUBSTANCES--DISTRIBUTION PROHIBITED.--

A. Except as authorized by the Controlled

Substances Act, it is unlawful for a person to intentionally distribute or possess with intent to distribute a controlled substance or a controlled substance analog except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers. A person who violates this subsection with respect to:

(1) synthetic cannabinoids is:

(a) for the first offense, guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(b) for the second and subsequent offenses, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(c) for the first offense, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(d) for the second and subsequent offenses, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a second degree felony and shall be sentenced pursuant to the

provisions of Section 31-18-15 NMSA 1978;

(2) any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a controlled substance enumerated in Schedule I, II, III or IV except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers, is:

(a) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(b) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(3) a controlled substance enumerated in Schedule V or a controlled substance analog of a controlled substance enumerated in Schedule V is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than five hundred dollars ($500) or by imprisonment for a definite term not less than one hundred eighty days but less than one year, or both.

B. It is unlawful for a person to distribute gamma hydroxybutyric acid or flunitrazepam to another person

without that person's knowledge and with intent to commit a crime against that person, including criminal sexual penetration. For the purposes of this subsection, "without that person's knowledge" means the person is unaware that a substance with the ability to alter that person's ability to appraise conduct or to decline participation in or communicate unwillingness to participate in conduct is being distributed to that person. Any person who violates this subsection is:

(1) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

C. Except as authorized by the Controlled Substances Act, it is unlawful for a person to intentionally create or deliver, or possess with intent to deliver, a counterfeit substance. A person who violates this subsection with respect to:

(1) a counterfeit substance enumerated in Schedule I, II, III or IV is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) a counterfeit substance enumerated in

Schedule V is guilty of a petty misdemeanor and shall be punished by a fine of not more than one hundred dollars ($100) or by imprisonment for a definite term not to exceed six months, or both.

D. A person who knowingly violates Subsection A or C of this section while within a drug-free school zone with respect to:

(1) synthetic cannabinoids is:

(a) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(b) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(c) for the first offense, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(d) for the second and subsequent offenses, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(2) any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a controlled substance enumerated in Schedule I, II, III or IV except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers, is:

(a) for the first offense, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(b) for the second and subsequent offenses, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(3) a controlled substance enumerated in Schedule V or a controlled substance analog of a controlled substance enumerated in Schedule V is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(4) the intentional creation, delivery or possession with the intent to deliver:

(a) a counterfeit substance enumerated in Schedule I, II, III or IV is guilty of a third degree felony and shall be sentenced pursuant to the provisions of

Section 31-18-15 NMSA 1978; and

(b) a counterfeit substance enumerated in Schedule V is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) nor more than five hundred dollars ($500) or by imprisonment for a definite term not less than one hundred eighty days but less than one year, or both.

E. Notwithstanding the provisions of Subsection A of this section, distribution of a small amount of synthetic cannabinoids for no remuneration shall be treated as provided in Paragraph (1) of Subsection B of Section 30-31-23 NMSA 1978."

SECTION 68. Section 30-31-23 NMSA 1978 (being Laws 1972, Chapter 84, Section 23, as amended) is amended to read:

"30-31-23. CONTROLLED SUBSTANCES--POSSESSION PROHIBITED.--

A. It is unlawful for a person intentionally to possess a controlled substance unless the substance was obtained pursuant to a valid prescription or order of a practitioner while acting in the course of professional practice or except as otherwise authorized by the Controlled Substances Act. It is unlawful for a person intentionally to possess a controlled substance analog.

B. A person who violates this section with respect to:

(1) one ounce or less of synthetic cannabinoids is, for the first offense, guilty of a petty misdemeanor and shall be punished by a fine of not less than fifty dollars ($50.00) or more than one hundred dollars ($100) and by imprisonment for not more than fifteen days, and, for the second and subsequent offenses, is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both;

(2) more than one ounce and less than eight ounces of synthetic cannabinoids is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both; or

(3) eight ounces or more of synthetic cannabinoids is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

C. A minor who violates this section with respect to the substances listed in this subsection is guilty of a petty misdemeanor and, notwithstanding the provisions of Sections 32A-1-5 and 32A-2-19 NMSA 1978, shall be required to perform no more than forty-eight hours of community service.

For the third or subsequent violation by a minor of this section with respect to those substances, the provisions of Section 32A-2-19 NMSA 1978 shall govern punishment of the minor. As used in this subsection, "minor" means a person who is less than eighteen years of age. The provisions of this subsection apply to the following substances:

(1) synthetic cannabinoids;

(2) any of the substances listed in Paragraphs (17) through (22) of Subsection C of Section 30-31-6 NMSA 1978; or

(3) a substance added to Schedule I by a rule of the board adopted on or after March 31, 2011 if the board determines that the pharmacological effect of the substance, the risk to the public health by abuse of the substance and the potential of the substance to produce psychic or physiological dependence liability is similar to the substances described in Paragraph (1) or (2) of this subsection.

D. Except as provided in Subsections B and F of this section, and for those substances listed in Subsection E of this section, a person who violates this section with respect to any amount of any controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a substance enumerated in Schedule I, II, III or IV is guilty of a misdemeanor and shall be punished by a fine of

not less than five hundred dollars ($500) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both.

E. A person who violates this section with respect to phencyclidine as enumerated in Schedule III or a controlled substance analog of phencyclidine; methamphetamine, its salts, isomers or salts of isomers as enumerated in Schedule II or a controlled substance analog of methamphetamine, its salts, isomers or salts of isomers; flunitrazepam, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of flunitrazepam, including naturally occurring metabolites, its salts, isomers or salts of isomers; gamma hydroxybutyric acid and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of gamma hydroxybutyric acid, its salts, isomers or salts of isomers; gamma butyrolactone and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of gamma butyrolactone, its salts, isomers or salts of isomers; 1-4 butane diol and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule

I or a controlled substance analog of 1-4 butane diol, its salts, isomers or salts of isomers; or a narcotic drug enumerated in Schedule I or II or a controlled substance analog of a narcotic drug enumerated in Schedule I or II is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

F. Except for a minor as provided in Subsection C of this section, a person who violates Subsection A of this section while within a posted drug-free school zone, excluding private property residentially zoned or used primarily as a residence and excluding a person in or on a motor vehicle in transit through the posted drug-free school zone, with respect to:

(1) one ounce or less of synthetic cannabinoids is, for the first offense, guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both, and for the second or subsequent offense, is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(2) more than one ounce and less than eight ounces of synthetic cannabinoids is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(3) eight ounces or more of synthetic cannabinoids is guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(4) any amount of any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a substance enumerated in Schedule I, II, III or IV, except phencyclidine as enumerated in Schedule III, a narcotic drug enumerated in Schedule I or II or a controlled substance analog of a narcotic drug enumerated in Schedule I or II, is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(5) phencyclidine as enumerated in Schedule III, a narcotic drug enumerated in Schedule I or II, a controlled substance analog of phencyclidine or a controlled substance analog of a narcotic drug enumerated in Schedule I or II is guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978."

SECTION 69. Section 30-31-34 NMSA 1978 (being Laws 1972, Chapter 84, Section 33, as amended) is amended to read:

"30-31-34. FORFEITURES--PROPERTY SUBJECT.--The following are subject to forfeiture pursuant to the provisions of the Forfeiture Act:

A. all raw materials, products and equipment of any kind, including firearms that are used or intended for use in manufacturing, compounding, processing, delivering, importing or exporting any controlled substance or controlled substance analog in violation of the Controlled Substances Act;

B. all property that is used or intended for use as a container for property described in Subsection A of this section;

C. all conveyances, including aircraft, vehicles or vessels that are used or intended for use to transport or in any manner to facilitate the transportation for the purpose of sale of property described in Subsection A of this section;

D. all books, records and research products and materials, including formulas, microfilm, tapes and data that are used or intended for use in violation of the Controlled Substances Act;

E. narcotics paraphernalia or money that is a fruit or instrumentality of the crime;

F. notwithstanding Subsection C of this section and the provisions of the Forfeiture Act:

(1) a conveyance used by a person as a common carrier in the transaction of business as a common carrier shall not be subject to forfeiture pursuant to this

section unless it appears that the owner or other person in charge of the conveyance is a consenting party or privy to a violation of the Controlled Substances Act;

(2) a conveyance shall not be subject to forfeiture pursuant to this section by reason of an act or omission established for the owner to have been committed or omitted without the owner's knowledge or consent;

(3) a conveyance is not subject to forfeiture for a violation of law the penalty for which is a misdemeanor; and

(4) a forfeiture of a conveyance encumbered by a bona fide security interest shall be subject to the interest of a secured party if the secured party neither had knowledge of nor consented to the act or omission; and

G. all drug paraphernalia as defined by Subsection T of Section 30-31-2 NMSA 1978."

SECTION 70. TEMPORARY PROVISION--TRANSFER--FUNCTIONS, PERSONNEL, MONEY, PROPERTY, CONTRACTUAL OBLIGATIONS AND STATUTORY REFERENCES--MEDICAL CANNABIS FUND--RULES.--

A. On the effective date of this act, all functions, personnel, money, appropriations, records, furniture, equipment and other property of the department of health's medical cannabis program that are not part of the department's medical cannabis registry powers and duties shall be transferred to the regulation and licensing

department.

B. On the effective date of this act, all contractual obligations and other agreements of the department of health as they pertain to the department's medical cannabis program that are not part of the department's medical cannabis registry powers and duties are binding on the regulation and licensing department.

C. Statutory references to the department of health that pertain to the department's medical cannabis program that are not part of the department's medical cannabis registry powers and duties shall be deemed to be references to the cannabis control division of the regulation and licensing department.

D. On the effective date of this act, any unexpended or unencumbered balance in the medical cannabis fund is transferred to the cannabis regulation fund.

E. Except to the extent any administrative rules are inconsistent with the provisions of this act, any administrative rules adopted by an officer, agency or other entity whose responsibilities have been transferred pursuant to the provisions of this act to another officer, agency or other entity remain in force until amended by the officer, agency or other entity to which the responsibility for the adoption of the rules has been transferred. To the extent any administrative rules are inconsistent with the provisions

of this act, such rules are null and void.

SECTION 71. TEMPORARY PROVISION--STUDY--REPORT.--

A. The legislative finance committee shall study the fiscal and economic impacts of the Cannabis Regulation Act for fiscal years 2023 through 2027 and provide a report to the revenue stabilization and tax policy committee on or before December 1, 2027.

B. The report shall include:

(1) the impacts on budgets and staffing of the regulation and licensing department and the department of health;

(2) the impacts on general fund revenue and expenses;

(3) the impacts on potential funds created by the Cannabis Regulation Act;

(4) the impacts on the medical cannabis program;

(5) the impacts on local and state law enforcement; and

(6) the economic impact on the state, including:

(a) job creation;

(b) tourism; and

(c) other economic impacts.

SECTION 72. REPEAL.--Section 9-7-17.1 NMSA 1978 (being

Laws 2012, Chapter 42, Section 1) is repealed.

SECTION 73. DELAYED REPEAL.--Section 40 of this act is repealed effective December 31, 2025.

Appendix F: Senate Bill 2: Expungement of Certain Criminal Records

AN ACT

RELATING TO CRIMINAL RECORDS; PROVIDING FOR EXPUNGEMENT OF ARREST AND CONVICTION RECORDS FOR CERTAIN CANNABIS OFFENSES; PROVIDING FOR DISMISSAL OF SENTENCES OF INCARCERATED PERSONS; REVISING THE LIST OF CRIMINAL RECORDS THAT CANNOT BE CONSIDERED IN AN APPLICATION FOR PUBLIC EMPLOYMENT, LICENSURE OR OTHER AUTHORITY TO PRACTICE A TRADE, BUSINESS OR PROFESSION; AMENDING THE CRIMINAL RECORD EXPUNGEMENT ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 28-2-3 NMSA 1978 (being Laws 1974, Chapter 78, Section 3, as amended) is amended to read:

"28-2-3. EMPLOYMENT ELIGIBILITY DETERMINATION.--

A. Subject to the provisions of Subsection B of this section and Sections 28-2-4 and 28-2-5 NMSA 1978, in determining eligibility for employment with the state or any of its political subdivisions or for a license, permit, certificate or other authority to engage in any regulated trade, business or profession, the board or other department or agency having jurisdiction may take into consideration a conviction, but the conviction shall not operate as an automatic bar to obtaining public employment or license or other authority to practice the trade, business or profession. A board, department or agency of the state or any of its political subdivisions shall not make an inquiry

SJC/SB 2
Page 1

regarding a conviction on an initial application for employment and shall only take into consideration a conviction after the applicant has been selected as a finalist for the position.

B. The following criminal records shall not be used, distributed or disseminated in connection with an application for any public employment, license or other authority:

(1) records of arrest not followed by a valid conviction;

(2) convictions that have been sealed, dismissed, expunged or pardoned;

(3) juvenile adjudications; or

(4) convictions for a crime that is not job-related for the position in question and consistent with business necessity."

SECTION 2. Section 28-2-4 NMSA 1978 (being Laws 1974, Chapter 78, Section 4, as amended by Laws 1997, Chapter 238, Section 5 and also by Laws 1997, Chapter 251, Section 1) is amended to read:

"28-2-4. POWER TO REFUSE, RENEW, SUSPEND OR REVOKE PUBLIC EMPLOYMENT OR LICENSE.--

A. Any board or other agency having jurisdiction over employment by the state or any of its political subdivisions or the practice of any trade, business or

profession may refuse to grant or renew or may suspend or revoke any public employment or license or other authority to engage in the public employment, trade, business or profession for one or both of the following causes:

(1) where the applicant, employee or licensee has been convicted of a felony and the criminal conviction directly relates to the particular employment, trade, business or profession; and

(2) where the applicant, employee or licensee has been convicted of homicide, kidnapping, human trafficking, trafficking in controlled substances, criminal sexual penetration or related sexual offenses or child abuse and the applicant, employee or licensee has applied for reinstatement, renewal or issuance of a teaching certificate, a license to operate a child-care facility or employment at a child-care facility, regardless of rehabilitation.

B. The board or other agency shall explicitly state in writing the reasons for a decision that prohibits the person from engaging in the employment, trade, business or profession if the decision is based in whole or in part on conviction of any crime described in Paragraphs (1) and (2) of Subsection A of this section."

SECTION 3. Section 29-3A-1 NMSA 1978 (being Laws 2019, Chapter 203, Section 1) is amended to read:

"29-3A-1. SHORT TITLE.--Chapter 29, Article 3A NMSA

1978 may be cited as the "Criminal Record Expungement Act"."

SECTION 4. Section 29-3A-4 NMSA 1978 (being Laws 2019, Chapter 203, Section 4) is amended to read:

"29-3A-4. EXPUNGEMENT OF RECORDS UPON RELEASE WITHOUT CONVICTION.--

A. One year from the date of the final disposition in the case, a person released without conviction for a violation of a municipal ordinance, misdemeanor, felony, penalty assessments under the Criminal Code and the Motor Vehicle Code or violations and deferred sentences under the Motor Vehicle Code may petition the district court in the district in which the charges against the person originated for an order to expunge arrest records and public records related to that case.

B. A petitioner shall provide notice by first-class United States mail of the filed petition to the following parties, which parties shall be given thirty days in which to provide to the district court any objections to the petition:

(1) the district attorney for that district; and

(2) the department of public safety.

C. A single petition filed pursuant to Subsection A of this section may include a request to expunge multiple arrest records and public records that originated within the

jurisdiction of a district. A petition shall be filed under seal or under pseudonym. Petitions brought pursuant to the Criminal Record Expungement Act and all records of proceedings thereunder shall be expunged upon the conclusion of proceedings. The petitioner shall attach to and file with the petition copies of the petitioner's record of arrest and prosecutions from the department of public safety dated no earlier than ninety days prior to the date the petition is filed.

D. A party that seeks to object to a petition on the basis of the contents of a petitioner's record of arrest and prosecutions from the federal bureau of investigation must provide a copy of that record to a petitioner at no charge at the time the party objects.

E. After a hearing on the petition, the court shall issue an order within thirty days of the hearing requiring that all arrest records and public records related to the case be expunged if it finds that no other charge or proceeding is pending against the petitioner and if the petitioner was released without a conviction, including:

(1) an acquittal or finding of not guilty;

(2) a nolle prosequi, a no bill or other dismissal;

(3) a referral to a preprosecution diversion program;

(4) an order of conditional discharge pursuant to Section 31-20-13 NMSA 1978; or

(5) the proceedings were otherwise discharged.

F. The court shall cause a copy of the order to be delivered to all relevant law enforcement agencies and courts. The order shall prohibit all relevant law enforcement agencies and courts from releasing copies of the records to any person, except upon order of the court."

SECTION 5. A new section of the Criminal Record Expungement Act is enacted to read:

"EXPUNGEMENT OF ARREST AND CONVICTION RECORDS--PROCEDURE.--If a person was charged with an offense involving cannabis that is no longer a crime on the effective date of the Cannabis Regulation Act or that would have resulted in a lesser offense if that act had been in effect at the time of the offense, whether or not the person is convicted, all public records held by a court or an agency of the state or a local jurisdiction that relate to the person's arrest or conviction shall be automatically expunged two years after the date of the person's conviction or the date of the person's arrest if there was no conviction; provided that if the arrest or conviction included multiple charges, only the portions of the public records related to the cannabis charge shall be expunged. If the person is or was

under eighteen years of age at the time of the arrest or conviction, the public records shall be retained for two years or until the person is eighteen years of age, whichever comes first, and shall then be automatically expunged; provided that if the arrest or conviction included multiple charges, only the portions of the public records related to the cannabis charge shall be expunged. The public records shall be removed from all statewide criminal databases. The supreme court shall promulgate rules to implement the provisions of this section."

SECTION 6. A new section of the Criminal Record Expungement Act is enacted to read:

"DISMISSAL OF SENTENCES--INCARCERATED PERSONS.--

A. Within thirty days following the effective date of this section, a correctional facility, a county jail or a juvenile correctional facility in which a person is currently incarcerated for an offense that is no longer a crime pursuant to the provisions of the Cannabis Regulation Act, or that would have resulted in a lesser offense if that act had been in effect at the time of the offense, shall notify the court that the convicted person's case may be:

(1) reopened to consider possible dismissal of the person's sentence; or

(2) expunged pursuant to the provisions of the Criminal Record Expungement Act.

B. A court shall reopen a case pursuant to Subsection A of this section and dismiss the person's sentence if it is legally invalid.

C. A person who has completed the person's sentence for a conviction, whether by trial or negotiated plea, who would not have been guilty of an offense or who would have been guilty of a lesser offense if the Cannabis Regulation Act had been in effect at the time of the offense is entitled to have the conviction dismissed and expunged because the prior conviction is now legally invalid or redesignated as a penalty assessment citation.

D. On or before January 1, 2022, the department of public safety shall review the public records in the state criminal history databases and shall identify all past convictions that are potentially eligible for dismissal and expungement or redesignation pursuant to the Cannabis Regulation Act. The department of public safety shall notify the corrections department, prosecutors and defense counsel of record in the case resulting in the conviction of all cases that are eligible for dismissal and expungement or redesignation.

E. The prosecutor of the case shall have until July 1, 2022 to review all cases and determine whether to challenge the dismissal and expungement or redesignation.

F. The prosecutor of the case may challenge the

resentencing of a person pursuant to this section when the person does not meet the criteria established under the Cannabis Regulation Act.

G. On or before July 1, 2022, the prosecutor of the case shall inform the court and defense counsel of record in the case resulting in the conviction when the prosecutor of the case is challenging a particular dismissal and expungement or redesignation. The prosecutor of the case shall also inform the court when the prosecutor of the case is not challenging a particular dismissal and expungement or redesignation.

H. If the prosecutor of the case does not challenge the dismissal and expungement or redesignation by July 1, 2022, the court shall notify the department of public safety that the case has been dismissed. Upon notice, the department of public safety shall expunge the public record pertaining to the offense; provided that if the arrest included multiple charges, only the portions of the public records related to the cannabis charge shall be expunged.

I. A person who is currently incarcerated or who was incarcerated in the past for a cannabis offense that is no longer a crime may at any time petition to modify the person's criminal sentence or to have the person's conviction vacated. If the petition is granted, the court shall issue an order within thirty days of the granting of the petition

requiring that the portions of the public records related to the cannabis offense, as well as all records of proceedings related to the petition for expungement, be expunged.

J. Nothing in this section is intended to diminish or abrogate any rights or remedies otherwise available to a person who was convicted of or incarcerated for a cannabis offense.

K. The provisions of this section shall apply equally to juvenile delinquency adjudications and convictions of a juvenile if the juvenile would not have been guilty of an offense or would have been guilty of a lesser offense as provided in the Cannabis Regulation Act.

L. No fee or cost of any kind shall be imposed upon a person whose sentence is reviewed pursuant to this section."

SECTION 7. Section 61-1-1 NMSA 1978 (being Laws 1957, Chapter 247, Section 1, as amended) is amended to read:

"61-1-1. SHORT TITLE.--Chapter 61, Article 1 NMSA 1978 may be cited as the "Uniform Licensing Act"."

SECTION 8. A new section of the Uniform Licensing Act is enacted to read:

"CRIMINAL CONVICTIONS--EXCLUSION FROM LICENSURE--DISCLOSURE REQUIREMENT.--

A. A board shall not exclude from licensure a person who is otherwise qualified on the sole basis that the

person has been previously arrested for or convicted of a crime, unless the person has a disqualifying criminal conviction.

B. By December 31, 2021, each board shall promulgate and post on the board's website rules relating to licensing requirements to list the specific criminal convictions that could disqualify an applicant from receiving a license on the basis of a previous felony conviction. Rules relating to licensing requirements promulgated by a board shall not use the terms "moral turpitude" or "good character". A board shall only list disqualifying criminal convictions.

C. In an administrative hearing or agency appeal, a board shall carry the burden of proof on the question of whether the exclusion from occupational or professional licensure is based upon a disqualifying criminal conviction.

D. No later than October 31 of each year, while ensuring the confidentiality of individual applicants, a board shall make available to the public an annual report for the prior fiscal year containing the following information:

(1) the number of applicants for licensure and, of that number, the number granted a license;

(2) the number of applicants for licensure or license renewal with a potential disqualifying criminal conviction who received notice of potential disqualification;

(3) the number of applicants for licensure or license renewal with a potential disqualifying criminal conviction who provided a written justification with evidence of mitigation or rehabilitation; and

(4) the number of applicants for licensure or license renewal with a potential disqualifying criminal conviction who were granted a license, denied a license for any reason or denied a license because of the conviction.

E. As used in this section, "disqualifying criminal conviction" means a conviction for a crime that is job-related for the position in question and consistent with business necessity."

La Villa Real de la Santa Fé de San Francisco de Asis
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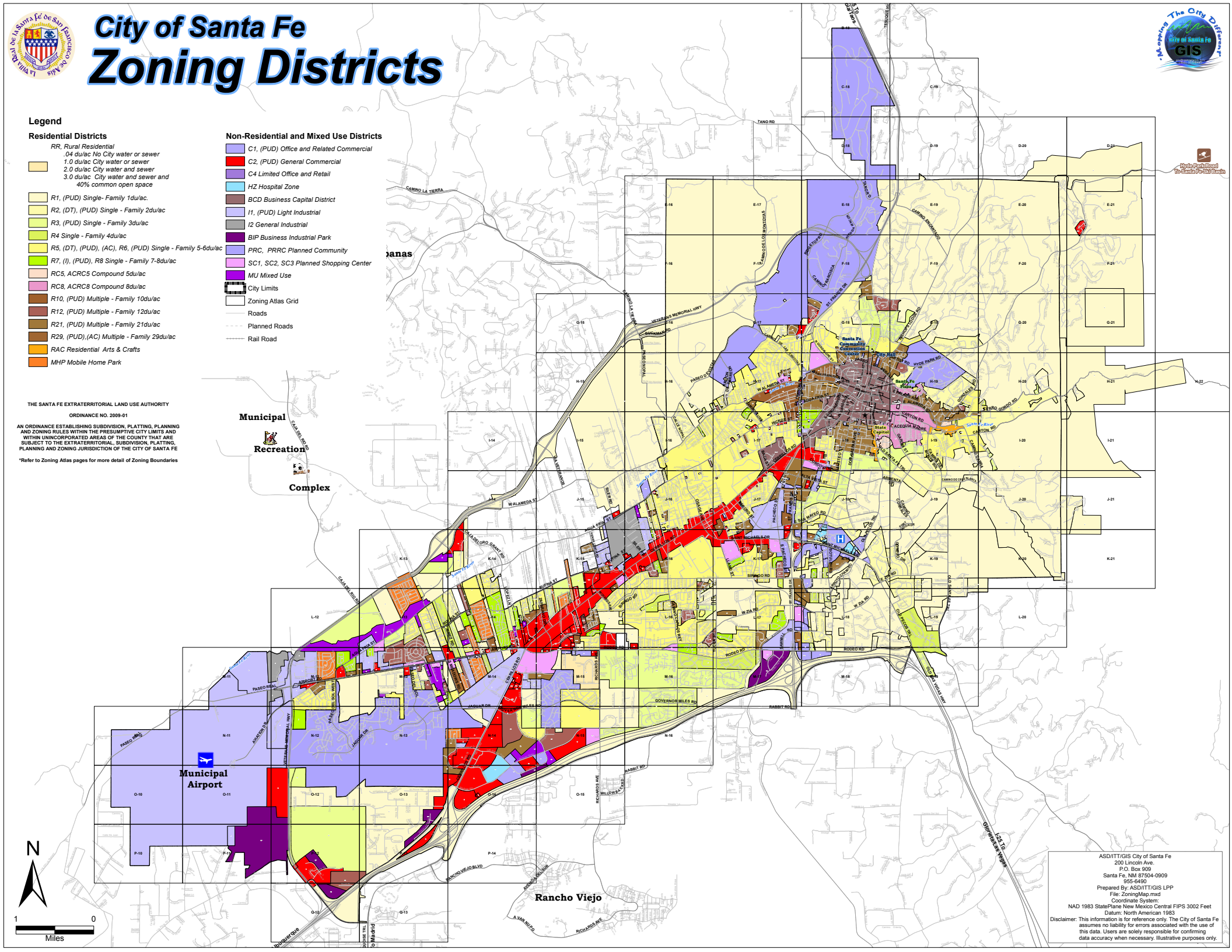
City of Santa Fe
Zoning Districts



TITLE 16 OCCUPATIONAL AND PROFESSIONAL LICENSING
CHAPTER 8 COMMERICAL AND MEDICAL CANNABIS
PART 1 GENERAL PROVISIONS

16.8.1.1 ISSUING AGENCY: New Mexico Regulation and Licensing Department, Cannabis Control Division.
[16.8.1.1 NMAC – N, 08/24/2021]

16.8.1.2 SCOPE: This rule applies to all applicants for licensure pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act or division rules, and where applicable, the general public.
[16.8.1.2 NMAC - N, 08/24/2021]

16.8.1.3 STATUTORY AUTHORITY: The requirements set forth herein are promulgated by the cannabis control division pursuant to the authority granted under the Cannabis Regulation Act and the licensing provisions of the Lynn and Erin Compassionate Use Act.
[16.8.1.3 NMAC - N, 08/24/2021]

16.8.1.4 DURATION: Permanent.
[16.8.1.4 NMAC - N, 08/24/2021]

16.8.1.5 EFFECTIVE DATE: August 24, 2021, unless a later date is cited at the end of a section.
[16.8.1.5 NMAC - N, 08/24/2021]

16.8.1.6 OBJECTIVE: The objective of Part 1 is to set forth the general provisions that apply to all of Chapter 8, and to all persons affected or regulated by Chapter 8 of Title 16.
[16.8.1.6 NMAC - N, 08/24/2021]

16.8.1.7 DEFINITIONS: Unless otherwise defined below, terms used in Title 16, Chapter 8, have the same meanings as set forth in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act.

A. Definitions beginning with "A":

(1) "Advisory committee" means the cannabis regulatory advisory committee.

(2) "Applicant" means any person who is seeking to become licensed pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules.

B. Definitions beginning with "B": "Batch" means, with regard to cannabis, an identified quantity of cannabis no greater than 15 pounds that is of the same strain of cannabis, that is harvested during the same specified time period from the same specified cultivation area, and with respect to which the same agricultural practices were utilized, including the use of any pesticides; and with regard to concentrated and cannabis product, means an identified quantity that is uniform, that is intended to meet specifications for identity, strength, and composition, and that is manufactured, packaged, and labeled during a specified time period according to a single manufacturing, packaging, and labeling protocol.

C. Definitions beginning with "C":

(1) "Cannabis Regulation Act" means the Cannabis Regulation Act, as enacted in Chapter 4, Sections 1 through 42 of New Mexico Laws of 2021, and as may be amended thereafter.

(2) "Cannabis Waste" means all parts of the plant genus Cannabis which may or may not contain a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination which has been designated as no longer usable cannabis.

(3) "Concentrated cannabis product ("concentrate")" means a cannabis product that is manufactured by a division approved mechanical or chemical process that separates any cannabinoid from the cannabis plant, and that contains or that is intended to contain at the time of sale or distribution, no less than thirty-

percent THC by weight.

D. Definitions beginning with "D":

(1) "Division" means the cannabis control division.

(2) "Diversion" means the unlawful transfer of a cannabis plant, plant material, or cannabis product.

(3) "Dried cannabis" means the dried leaves, flowers, and trim of the female cannabis plant, but does not include the seeds, stalks, or roots of the cannabis plant.

E. Definitions beginning with "E": [RESERVED]

F. Definitions beginning with "F": [RESERVED]

G. Definitions beginning with "G": [RESERVED]

H. Definitions beginning with "H": [RESERVED]

I. Definitions beginning with "I": [RESERVED]

J. Definitions beginning with "J": [RESERVED]

K. Definitions beginning with "K": [RESERVED]

L. Definitions beginning with "L":

(1) "Licensee" means any person who holds a license issued by the division pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules.

(2) "Limited-access area" means an indoor or outdoor area on the premises of a licensed cannabis establishment where cannabis or cannabis products are cultivated, stored or held, weighed, packaged, manufactured, disposed or wasted, all point-of-sale (POS) areas, and any room or area storing a digital video surveillance system storage device.

(3) "Lot" means an identified portion of a batch, that is uniform and that is intended to meet specifications for identity, strength, and composition; or, in the case of a cannabis product or concentrate, an identified quantity produced in a specified period of time in a manner that is uniform and that is intended to meet specifications for identity, strength, and composition.

(4) "Lynn and Erin Compassionate Use Act" means the Lynn and Erin Compassionate Use Act, Section 26-2B-1 *et seq.*, NMSA 1978.

M. Definitions beginning with "M": "Minor" means an individual who is less than 18 years of age.

N. Definitions beginning with "N": [RESERVED]

O. Definitions beginning with "O": [RESERVED]

P. Definitions beginning with "P":

(1) "Pesticide" means a pesticide as defined by the New Mexico Pesticide Control Act, Section 76-4-1 *et seq.*, NMSA 1978.

(2) "Plant" means any cannabis plant, cutting, or clone that has roots or that is cultivated with the intention of growing roots.

(3) "Policy" means a written statement of principles that guides and determines present and future decisions and actions of the licensed person.

(4) "POS" means point of sale system.

(5) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, or any other legal or commercial entity.

(6) "Produce" means to engage in any activity related to the planting or cultivation of cannabis.

Q. Definitions beginning with "Q": [RESERVED]

R. Definitions beginning with "R":

(1) "Recall" means to request the return of a product after the discovery of a safety issue or product defect.

(2) "RLD" means the regulation and licensing department.

S. Definitions beginning with "S":

(1) "Security alarm system" means any device or series of devices capable of alerting law enforcement , including, but not limited to, a signal system interconnected with a radio frequency method such as cellular, private radio signals, or other mechanical or electronic device used to detect or report an emergency or unauthorized intrusion.

(2) "Segregate" means to separate and withhold from use or sale batches, lots, cannabis, usable cannabis, or cannabis products in order to first determine its suitability for use through testing by an approved laboratory.

T. Definitions beginning with "T":

(1) **"THC"** means tetrahydrocannabinol, a cannabinoid that is the primary psychoactive ingredient in cannabis.

(2) **"Testing"** means testing of cannabis and cannabis products consistent with division rules.

(3) **"Track and trace system"** means the electronic system designated by the division to track and trace the production, transportation, sale, and wastage of cannabis and cannabis products.

U. Definitions beginning with "U": [RESERVED]

V. Definitions beginning with "V": "Vault" means a limited access storage room that is within a licensed cannabis establishment and is outfitted with adequate security features for the purposes of storing cannabis, cannabis products, or cash.

W. Definitions beginning with "W": "Waste" or "wastage" means the process of rendering cannabis or cannabis products unusable and unrecognizable, including the destruction of cannabis or cannabis products.

X. Definitions beginning with "X": [RESERVED]

Y. Definitions beginning with "Y": [RESERVED]

Z. Definitions beginning with "Z": [RESERVED]

[16.8.1.7 NMAC - N, 08/24/2021]

16.8.1.8 SOCIAL AND ECONOMIC EQUITY:

A. Division mandate: Pursuant to the Cannabis Regulation Act, Paragraphs (7) and (8) of Subsection B of Section 26-2C-3 NMSA 1978, the division must adopt procedures to promote and encourage full participation in the cannabis industry of representatives of communities that have disproportionately been harmed by rates of arrest through the enforcement of cannabis prohibitions and encourage racial, ethnic, gender, geographic diversity, and New Mexico residency among license applicants, licensees and cannabis industry employees. Policies must also encourage representatives from rural communities that are likely to be impacted by cannabis production, including agricultural producers from economically disadvantaged communities.

B. Division goal: To accomplish these mandates, the division establishes a goal that at least fifty percent of applicants for licensure, licensees, and cannabis industry employees will represent these groups.

C. Social and economic equity plan: The division, with the advice of the cannabis regulatory advisory committee, shall solicit public input to create and implement a social and economic equity plan. A plan shall be created no later than October 15, 2021, and will include guidelines to determine how to assess which communities have been disproportionately impacted, how to assess if a person is a member of a community disproportionately impacted, and proposed incentives to promote social and economic equity for applicants, licensees, and cannabis industry employees.

[16.8.1.8 NMAC - N, 08/24/2021]

16.8.1.9 FEDERAL LAW: The activities described in these rules may be considered a violation of federal law. Persons cultivating, manufacturing, collecting samples of, testing, selling, purchasing or otherwise receiving cannabis or cannabis products may be subject to federal sanctions for what may otherwise be considered authorized conduct in the State of New Mexico, and compliance with the rule does not exempt licensees, their employees or customers from possible federal prosecution. The division is not responsible or liable for the actions of licensed cannabis establishments under the rule.

[16.8.1.9 NMAC - N, 08/24/2021]

16.8.1.10 SEVERABILITY: If any part or application of this rule is held to be invalid, the remainder or its application to other situations or persons shall not be affected. Any section of this rule legally severed shall not interfere with the remaining protections and duties provided by this rule.

[16.8.12.10 NMAC - N, 08/24/2021]

History of 16.8.1 NMAC: [RESERVED]

TITLE 16 OCCUPATIONAL AND PROFESSIONAL LICENSING
CHAPTER 8 COMMERCIAL AND MEDICAL CANNABIS
PART 2 LICENSING AND OPERATIONAL REQUIREMENTS FOR CANNABIS ESTABLISHMENTS

16.8.2.1 ISSUING AGENCY: New Mexico Regulation and Licensing Department, Cannabis Control Division.
[16.8.2.1 NMAC - N, 08/24/2021]

16.8.2.2 SCOPE: This rule applies to all licensees and applicant for licensure pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules.
[16.8.2.2 NMAC - N, 08/24/2021]

16.8.2.3 STATUTORY AUTHORITY: The requirements set forth herein are promulgated by the cannabis control division pursuant to the authority granted under the Cannabis Regulation Act and the licensing provisions of the Lynn and Erin Compassionate Use Act.
[16.8.2.3 NMAC - N, 08/24/2021]

16.8.2.4 DURATION: Permanent.
[16.8.2.4 NMAC - N, 08/24/2021]

16.8.2.5 EFFECTIVE DATE: August 24, 2021, unless a later date is cited at the end of a section.
[16.8.2.5 NMAC - N, 08/24/2021]

16.8.2.6 OBJECTIVE: The objective of Part 2 is to ensure the safe production, testing, sale, and consumption of commercial and medical cannabis. Part 2 is not applicable to personal use of cannabis pursuant to the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act.
[16.8.2.6 NMAC - N, 08/24/2021]

16.8.2.7 DEFINITIONS: Unless otherwise defined below, terms used in Title 16, Chapter 8, Part 1, have the same meanings as set for in 16.8.1 NMAC, the Cannabis Regulation Act, and the Lynn and Erin Compassionate Use Act.
[16.8.2.7 NMAC - N, 08/24/2021]

16.8.2.8 GENERAL OPERATIONAL REQUIREMENTS FOR CANNABIS ESTABLISHMENTS:

A. State and local laws: Pursuant to the Cannabis Regulation Act, applicants and licensees shall comply with all applicable state and local laws that do not conflict with the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, including laws governing food and product safety, occupational health and safety, environmental impacts, natural resource protection, construction and building codes, operation of a cannabis establishment, employment, zoning, building and fire codes, water use and quality, water supply, hazardous materials, pesticide use, wastewater discharge, and business or professional licensing.

B. Licensure on federally recognized Indian Nation, Tribe or Pueblo: The division shall not approve an application for licensure to operate within the exterior boundaries of a federally recognized Indian nation, tribe or pueblo located wholly or partially in the state, unless the tribal government and the department have entered an intergovernmental agreement to coordinate the cross-jurisdictional administration of the laws of New Mexico and the laws of a tribal government relating to the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act.

C. Age requirements: All applicants for licensure, including controlling persons of applicants, must be at least twenty-one years of age. All employees of a commercial cannabis establishment must be at least twenty-one years of age.

D. Consumption prohibited: Licensees shall prohibit the consumption of cannabis or cannabis products on or within the licensed premises unless a cannabis consumption area has been approved by the division.

E. Illegal sale or distribution: Licensees shall not knowingly and intentionally sell, deliver, or

transport cannabis or cannabis products to any person that is not authorized to possess and receive the cannabis or cannabis products pursuant to state law or division rules.

F. Sales of alcoholic beverages prohibited: Licensees are allowed to conduct other licensed activities, including activities pursuant to the Hemp Manufacturing Act, Section 76-24-3 *et seq.*, NMSA 1978, except for sales of alcoholic beverages.

G. No guarantee of licensure: An applicant may not exercise any of the privileges of licensure until the division approves the license application and issues a license. The submission of an application is in no way a guarantee that the application will be accepted as complete. A license shall be granted or denied within 90 days upon acceptance of a completed application. Information provided by the applicant and used by the division for the licensing process shall be accurate and truthful. The division may initiate action to deny licensure, or other administrative action against an applicant or licensee, pursuant to the Uniform Licensing Act.

I. Computation of time: The word "days" as used in this rule means calendar days unless otherwise noted.

J. Display of license: A division license shall be displayed in a conspicuous place on the licensed premises and must be made available upon request by state and local agencies. If the licensed premises is open to the public, the license shall be displayed in an area that is within plain sight of the public.

K. Inventory and sales equipment: The division shall require licensees to utilize division approved track and trace equipment, software, and services.

L. Limitation of licensed premises: Licensees shall conduct cannabis establishment operations solely on licensed premises approved by the division.

M. Multiple licensee premises: Multiple licensees may occupy a single licensed premises, provided each is individually licensed by the division.

N. Reporting of theft or security incident to division: Licensees shall submit to the division written notification of any attempted theft, theft, assault of employees or patrons, robbery or attempted robbery, break-in, or security breach that occurs on the licensee's premises, no later than 24 hours after the licensee first becomes aware of the event. The description shall include a description of any property that was stolen or destroyed, and the quantity of any cannabis plants, cannabis and cannabis products that were stolen. The licensee must provide a copy of the police report, video footage and any other supporting evidence requested by the division. The premises must be secured prior to continuing operations, including the replacement of locks, doors, windows, repair of damaged structures or access points with comparable or more secure replacement material.

O. Non-transferable or assignable license: A license shall not be transferred by assignment or otherwise to other persons or locations. Unless the licensee applies for and receives an amended license, the license shall be void and returned to the division when any one of the following situations occurs:

(1) location of the licensed premises changes;

(2) the discontinuance of operation at a licensed premises; or

(3) suspension or revocation of the license by the division.

P. Online application: All applications for initial licensure, amended licensure, additional premises, and renewal must be completed using the online application portal available on the division website. Applicants shall first register for a user account.

Q. Complete application and fees required: Applicants must submit a completed application to the division before it will be accepted by the division as complete and considered for approval or denial. License and additional premises application or renewal fees must be paid at the time of application submission. Annual plant fees must be paid upon the division's approval of the initial application or renewal application and approval of the number of cannabis plants that a licensee may produce.

R. Process for incomplete application: In the event that an application for licensure is determined by the division to be incomplete, the division shall notify the applicant by email and specify the information or materials that remain to be submitted. If the applicant does not submit the required information or materials within 90 days of receiving notice of the deficiency, the application shall be closed as incomplete and the applicant will be required to submit a new application in order to resume the application process. All licensing or renewal fees are non-refundable and must be paid for each new application.

S. Provisional license with contingencies: Upon written request of the applicant, the division may issue a provisional license letter with defined contingencies that the applicant must obtain documents that may be pending approval of a cannabis establishment license or must be obtained from other state agencies or local jurisdictions for the application to be considered complete. The provisional license letter shall list the remaining items necessary for the application to be complete and shall expire six-months from the date the provisional license letter was issued to the applicant. Upon written request of the applicant, the division may extend a provisional

license letter for an additional six-months. Final approval or denial of a license shall be stated on the provisional license letter as contingent on the applicant submitting all remaining items. Such a provisional license letter shall not authorize an applicant to begin licensed cannabis activity.

T. Request for clarifying information: Upon request of the division, an applicant shall provide additional information required to process and fully review the application. If the requested information is not received by the division within 90 days from the date the application was deemed to be complete, the division shall initiate action to deny licensure pursuant to the Uniform Licensing Act.

U. Physical and email address: Applicants and licensees must provide a physical mailing address and an email address. General correspondence from the division will be sent to the applicant or licensee's email address of record. Legal notice and determinations regarding an application, renewal or an administrative action, including an action taken by the division to deny, suspend, or revoke a license or impose a sanction and civil monetary penalty, shall be sent to the last mailing address and to the last email address furnished to the division. Licensees must inform the division in writing of any change to its physical mailing address or email address within 10 days of the change. If applicable, such changes may be submitted via the online licensing portal. An applicant or licensee's failure to notify the division of a change in physical or email address does not relieve the applicant or licensee from the obligation of responding to a division communication.

V. Electronic signature: The division will accept an electronic signature that complies with the Uniform Electronic Transactions Act, Section 14-16-1 *et seq.*, NMSA 1978, or the Revised Uniform Law on Notarial Acts, or rules promulgated pursuant thereto, on any documents required to be submitted to the division and that are submitted electronically.

W. Withdrawal of Application: An applicant may withdraw an application at any time prior to the division's issuance of a license or denial of a license. Requests to withdraw an application must be submitted to the division in writing, dated, and signed by the applicant. Withdrawal of an application shall not, unless the division has consented in writing to such withdrawal, deprive the division of its authority to institute or continue a proceeding against the applicant for the denial of the license upon any ground provided by law or to enter an order denying the license upon any such ground. The division shall not refund application fees for a withdrawn application. An applicant may reapply at any time following the withdrawal of an application and shall be required to submit a new application and fee.

X. Closure of a licensed cannabis establishment: A licensee that anticipates permanently ceasing its business operations shall notify the division no later than 30 days prior to closure. The licensee shall post public notice of the anticipated closure at all licensed premises that are accessible to the public at least 14 days prior to the closure. Any cannabis or cannabis products that are held by a licensee on behalf of the licensee ceasing its business operations shall be returned to the licensee ceasing business operations. Any cannabis or cannabis products that are held by the licensee ceasing its business operations on behalf of another licensee shall be returned to the originating licensee. Cannabis or cannabis products that are otherwise held by a licensee shall, prior to the licensee's closure, be surrendered to either state or local law enforcement, destroyed by the licensee in accordance with the wastage standards of this rule, or donated to patients via a licensed cannabis establishment, provided that the donation has been approved in writing by the division and that the licensee has submitted documentation of the donation to the division. State and local law enforcement are authorized to remove and destroy any cannabis or cannabis products that are held by a person who has ceased to be licensed by the division.

Y. Persons licensed pursuant to the medical cannabis program: In order to be entitled to continue operating as a cannabis establishment, a person properly licensed and in good standing pursuant to the Lynn and Erin Compassionate Use Act on June 29, 2021, must submit a completed renewal application for a cannabis establishment license, along with required fees, within 30 days of the effective date of this rule. In the event the person does not apply for such a license renewal within the required timeframe, the person shall cease all production operations immediately. Upon approval, the licensee shall operate pursuant to the Cannabis Regulation Act and rules adopted by the division pursuant thereto, provided that the licensee shall continue to operate pursuant to rules promulgated by the department of health for activities authorized by virtue of the licensee's medical program license to the extent they do not conflict with rules adopted by the division pursuant to the Cannabis Regulation Act.

Z. Application for variance:

(1) Any applicant or licensee may seek a variance from division rule(s) and shall do so by filing a written petition with the division. The petitioner may submit with the petition any relevant documents or material, which the petitioner believes would support the petition.

(2) Petitions shall:

(a) state the petitioner's name and address;

(b) state the date of the petition;

(c) describe the facility or activity for which the variance is sought;

(d) state the address or description of the premises upon which the cannabis establishment or activity is located;

(e) identify the rule(s) from which the variance is sought;

(f) state in detail the extent to which the petitioner wishes to vary from the rule(s) and how the petitioner will ensure public health and safety is not negatively impacted;

(g) state why the petitioner believes that compliance with the regulation will impose an unreasonable regulatory burden upon the cannabis establishment or activity; and

(h) state the period of time for which the variance is desired, including all reasons, data, reports and any other information demonstrating that such time period is justified and reasonable.

(3) At the discretion of the division, the adjudicatory procedures of the Uniform Licensing Act may be used for guidance and shall not be construed to limit, extend, or otherwise modify the authority and jurisdiction of the division.

(4) Prior to a final decision, the division will hold a public hearing pursuant to the Open Meetings Act, Section 10-15-1 *et seq.*, NMSA 1978. The purpose of the hearing is to provide interested persons a reasonable opportunity to submit data, views or arguments orally or in writing on the proposed variance. The division, at its sole discretion, may determine whether to hold more than one hearing. The division may act as the hearing officer or designate an individual hearing officer to preside over the hearing. The hearing officer may ask questions and provide comments for clarification purposes. The hearing officer shall identify and mark all written comments submitted during the hearing. The public comments should be labeled as exhibits for reference, but do not require formal admission into the hearing record. Individuals wishing to provide public comment or submit information at the hearing must state their name and any relevant affiliation for the record and be recognized before presenting. Public comment shall not be taken under oath. Any individual who provides public comment at the hearing may be questioned by the hearing officer. The hearing shall be conducted in a fair and equitable manner. The hearing officer may determine the format in which the hearing is conducted, but the hearing should be conducted in a simple and organized manner that facilitates public comment. The rules of evidence shall not apply and the hearing officer may, in the interest of efficiency, exclude or limit comment or questions deemed irrelevant, redundant, or unduly repetitious.

(5) The division may grant the requested variance, in whole or in part, subject to conditions, if the variance is not contrary to the Cannabis Regulation Act, or public interest, does not have a negative environmental impact, and is not detrimental to public health and safety, or the division may deny the variance. If the variance is granted in whole or in part, or subject to conditions, the division shall specify the length of time that the variance shall be in place. A permanent variance may be granted. If a permanent variance is not granted, a petitioner may reapply for a variance once the time period expires.

(6) The division shall set forth in the final order the reasons for its actions and shall not be subject to review.

AA. Application for additional licensed premises: Licensees must apply for the specific cannabis establishment license type intended for each additional licensed premises as defined in the Cannabis Regulation Act.

BB. Vertically integrated cannabis establishment and integrated cannabis establishment microbusiness:

(1) Applicants for a vertically integrated cannabis establishment or integrated cannabis establishment microbusiness must meet all qualifications for each type of cannabis establishment that is authorized pursuant to the Cannabis Regulation Act.

(2) An initial applicant for an integrated cannabis microbusiness or a vertically integrated cannabis establishment license, must submit an application for authorization to conduct one or more of the following:

(a) production of cannabis;

(b) manufacturing of cannabis products;

(c) retail establishment; or

(d) courier of cannabis products.

(3) Applicants or licensees shall request authority to add or remove a cannabis establishment activity by submitting an amended application, and any required additional fees.

(4) If a vertically integrated cannabis establishment applicant or licensee will not conduct all cannabis establishment activity on a single premises, each additional premises shall require an additional premises fee.

(5) An applicant or licensee shall not conduct any activity for which additional authority is required until it has received written approval from the division.
[16.8.2.8 NMAC - N, 08/24/2021]

16.8.2.9 CRIMINAL HISTORY SCREENING REQUIREMENTS:

A. Initial licensure: Applicants for initial licensure shall consent to and undergo a national criminal history background check and department of public safety (DPS) statewide criminal history screening background check no more than ninety days prior to submitting an application. For purposes of this rule, background checks shall be required for:

(1) each partner of a limited partnership;

(2) each member of a limited liability company;

(3) each director, officer, or trustee of a corporation or trust; and

(4) any controlling person of the applicant.

B. Authorized change: If there is a change in membership of any of the above listed person(s), an amended application and background check documentation shall be submitted, and each new member must be approved by the division prior to a person assuming any duties or responsibilities for a licensee.

C. Procedure for applicants:

(1) an applicant shall submit a request to the federal bureau of investigation, the New Mexico department of public safety, or a designee vendor for a current criminal history report through the national crime information center (NCIC);

(2) the division shall provide applicants the division's originating agency identification (ORI) number;

(3) an applicant shall provide to the department of public safety, or its designated vendor, a criminal background screening request, fingerprints, and supporting documentation, including an authorization for release of information to the division in accordance with the procedures of the department of public safety or its designated vendor;

(4) the department of public safety or its designated vendor will review state records and shall transmit the fingerprints to the federal bureau of investigation for a national screening; and

(5) the results of the screening will be made available to the division for review.

D. Fees: All applicable fees associated with the national criminal history background check and New Mexico department of public safety statewide criminal history background checks shall be paid by the applicant or licensee.

E. Substantially related convictions: The division shall review felony convictions pursuant to the Cannabis Regulation Act and the Criminal Offender Employment Act. The following are considered substantially related to the qualifications, functions, or duties of an applicant or person:

(1) a felony conviction involving fraud, deceit, or embezzlement;

(2) a felony conviction for hiring, employing, or otherwise using a person younger than eighteen years of age to:

(a) prepare for sale, transport or carry a controlled substance; or

(b) sell, give away or offer to sell a controlled substance to any person; and

(3) a felony offense for the possession, use, manufacture, distribution or dispensing or possession with the intent to manufacture, distribute or dispense a controlled substance. For purposes of this rule, a controlled substance shall not include cannabis.

F. Duty to report potentially disqualifying event: Applicants and licensees must notify the division in writing within seven days of any change of fact that would potentially result in the applicant or licensee, including any of the persons listed in subsection A of this section, being disqualified from holding a license pursuant to the Cannabis Regulation Act or division rules, including a conviction for any crime specified in this section. Failure to make required notification to the division may be grounds for administrative disciplinary action. If the division has determined that the person's conviction does not disqualify the licensee from licensure, the division shall notify the licensee in writing. The division may also initiate administrative disciplinary action pursuant to the Uniform Licensing Act.
[16.8.2.9 NMAC - N, 08/24/2021]

16.8.2.10 SECURITY AND LIMITED-ACCESS AREA: All phases where cannabis or cannabis products are cultivated, stored or held, weighed, packaged, manufactured, disposed or wasted, all point-of-sale areas, and any room or area storing a digital video surveillance system storage device shall take place in a designated limited-access area where cannabis and cannabis products are not visible from a public place without the use of binoculars,

aircraft, or other optical aids. For purposes of this rule, cannabis or cannabis products are not visible if it cannot be reasonably identified. Licensees shall comply with the security requirements set out in this rule to ensure that licensed premises and limited-access areas, including a vault, are secure.

A. Security alarm system: Licensees shall install and maintain at each premises an operational security alarm system. The security alarm system must be continuously monitored, whether electronically, by a monitoring company, or other means determined to be adequate by the division, and provide an alert to designated employees of the licensee and, if necessary, law enforcement within 5 minutes after a notification of an alarm or a security alarm system failure, either by telephone, email, or text message. Monitored sensors are required on all perimeter entry points and perimeter windows, if applicable. The system must include an audible alarm, which must be capable of being disarmed remotely by the designated employee or the security company. Licensees shall maintain, and make available to the division upon request, a description of the location and operation of the security system, including the location of the central control, a schematic of the security zones, and the name of the security alarm company and monitoring company, if applicable.

B. Security alarm system maintenance and failure: Licensees shall conduct a monthly maintenance inspection and make all necessary repairs to ensure the proper operation of the security alarm system. In the event of a security alarm system failure due to a loss of electrical power or mechanical malfunction that is expected to exceed an eight-hour period, the licensee shall immediately notify the division within 48 hours following the discovery of the failure, and provide alternative security that may include closure of the premises. All security system equipment shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations.

C. Inspection of security alarm system records: Licensees shall maintain documentation for a period of at least 12 months of all maintenance inspections, servicing, alterations, and upgrades performed on the security alarm system. All documentation must be available during a division inspection.

D. Digital video surveillance: Licensees shall provide and maintain at each premises a digital video surveillance system with a minimum camera resolution of 1280 x 720 pixels. The digital video surveillance system shall further comply with the following requirements:

(1) the digital video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance;

(2) each camera shall be permanently mounted and in a fixed location;

(3) cameras shall be placed in a location that allows the camera to clearly record activity occurring on the licensed premises that digital video surveillance is required under subsection E of this section, and shall provide a clear and certain identification of any person and activities in those areas.

E. Areas of digital video surveillance: Areas that shall be recorded on the digital video surveillance system include the following:

(1) areas where cannabis and cannabis products are cultivated, produced, manufactured, weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the licensed premises;

(2) limited-access areas;

(3) areas storing a digital video surveillance-system storage device;

(4) entrances and exits to the licensed premises; and

(5) all point of sale (POS) locations to capture sale transactions.

F. Digital Video Surveillance Recording: Licensees shall comply with the following digital video surveillance recording requirements:

(1) cameras shall record continuously 24 hours per day, or may be motion activated, and at a minimum of 15 frames per second (FPS);

(2) the physical media or storage device on which digital video surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft;

(3) digital video surveillance recordings shall be kept for a minimum of 30 days and recordings of theft or security incidents as set forth in Subsection N of 16.8.2.8 NMAC shall be kept for a minimum of 12 months;

(4) digital video surveillance recordings are subject to inspection by the division, and shall be kept in a manner that allows the division to view and obtain copies of the recordings at the licensed premises immediately upon request;

(5) upon request, licensees shall send or otherwise provide copies of the recordings to the division within 48 hours;

(6) recorded images shall clearly and accurately display the time and date of the recording; and

(7) time shall be measured in accordance with the United States national institute standards

and technology standards.

G. Failure notification: A digital video surveillance system shall be equipped with a failure notification system that provides notification to the licensee of any interruption or failure of the digital video surveillance system or digital video surveillance-system storage device. A digital video surveillance system failure shall be reported to the division immediately and operations shall cease as soon as safely possible until the system is again operational.

H. Multiple licensees premises: If multiple applicants or licensees seek to operate, or operate, within the same premises, a single security system and digital video surveillance system covering the entire premises may be used by all of the licensees under the following conditions:

(1) each applicant or licensee shall disclose on their premises diagram where the security alarm system and the digital video surveillance cameras are located and where digital video surveillance recordings are stored;

(2) each applicant or licensee shall include in their application a certification that all licensees shall be individually responsible for the operation, maintenance, and record keeping requirements of the security alarm system, and that all licensees shall have access to live monitoring of the digital video surveillance system;

(3) each applicant or licensee shall include in their application an explanation of how the security alarm system and digital video surveillance system will be shared with the division and authorities, as well as who is responsible for maintenance of the security alarm system and the digital video surveillance system, who is authorized to monitor the video footage and who is responsible for storing any digital video surveillance recordings;

(4) each applicant or licensee shall have immediate access to the digital video surveillance recordings to produce them pursuant to subsection F of this section; and

(5) each applicant or licensee shall be held responsible for any violations of the security system or digital video surveillance requirements.

I. Locks: Licensees shall ensure that limited-access areas can be securely locked using commercial-grade locks that meet applicable building and fire codes. Licensees shall also use commercial-grade locks that meet applicable building and fire codes on all points of entry and exit to the licensed premises and access points to areas where cannabis and cannabis products are stored.

J. Limited-access areas: A limited access area shall only be accessible to a licensee and its authorized employees, authorized vendors, contractors or other individuals conducting business that requires access to a limited-access area, division staff or authorized designees, state and local law enforcement authorities acting within their lawful jurisdictions, fire departments and emergency medical services acting in the course of their official capacity, or volunteers specifically permitted by the licensed cannabis establishment. Licensees shall ensure:

(1) only authorized employees of the licensee and other authorized individuals have access to the limited-access areas of the licensed premises;

(2) a daily record log, which may be a sign-in and sign-out sheet at the entrance of a premises, of all authorized employees and authorized individuals that are not employees of the licensee who enter the limited-access areas is maintained;

(3) limited-access record logs are kept for a minimum of 90 days, or 12 months if a theft or security incident occurs, and must be made available to the division within 48 hours upon request;

(4) entrances to all limited-access areas have a solid door, or if appropriate, a gate adequate to block access, and a lock meeting the requirements set forth in subsection I of this section, and unless prohibited by building or fire codes, the entrance shall remain locked when not in use during regular business hours;

(5) all limited-access areas are identified by the posting of a sign that shall be a minimum of 12” x 12” and which states: “Do Not Enter - Limited Access Area - Access Limited to Authorized Personnel Only” in lettering no smaller than one inch in height;

(6) authorized employees of the licensee visibly display an employee identification badge at all times while present within a limited-access area;

(7) other authorized individuals obtain a visitor identification badge prior to entering a limited-access area, the visitor identification badge shall be visibly displayed at all times while the visitor is in any limited access area, and all visitor identification badges shall be returned to the cannabis establishment on exit.

K. Licensee identification badge requirement: Licensees shall issue a laminated or plastic-coated identification badge to all agents, officers, or other persons acting for or employed by a licensee, which shall, at a minimum, include the licensee’s “doing business as” name and license number, the individual’s first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the

employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

L. Lighting: Any perimeter entry point of a cannabis establishment must have lighting sufficient for observers to see, and cameras to record, any activity within 20 feet of the gate or entry; and a motion detection lighting system may be employed to light required areas in low-light conditions.

M. Doors and windows: All external entrances to indoor facilities on the licensed premises must be able to be locked and all perimeter doors and windows of indoor facilities must be in good condition and lockable.

N. Fencing requirements for outdoor areas or greenhouses: Any licensed premises that is an outdoor area or greenhouse shall also implement security measures to ensure that the outdoor area or greenhouse is not assessable to unauthorized individuals and is secure to prevent and detect diversion, theft, or loss of cannabis, which shall at a minimum include:

(1) a perimeter security fence designed to prevent unauthorized entry to any cannabis cultivation areas and signs that shall be a minimum of 12" x 12" and which states: "Do Not Enter - Limited Access Area - Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height; and

(2) a cover that obscures cannabis cultivation areas from being readily viewed from outside of the fenced area.

O. Security guards: Security guards are permitted but not required. Contract security guards must be licensed under the Private Investigations Act, Section 61-27B-1 *et seq.*, NMSA 1978. Security guards must not consume cannabis or cannabis products or be intoxicated while performing any duties for a licensee. Security guards must comply with all laws related to firearms and other weapons.

P. Vault: Licensees may store all non-growing cannabis, cannabis products, or cash not being actively handled for purposes of cultivating, packaging, processing, transporting, or selling within an adequately sized vault.

[16.8.2.10 NMAC - N, 08/24/2021]

16.8.2.11 RECALL OF CANNABIS:

A. Written procedures: Licensees shall establish and implement written procedures for recalling cannabis and cannabis products that have been sold or otherwise distributed to the public or other cannabis establishments. Recall procedures shall be made available for the division's inspection upon request.

B. Recall procedures: The recall procedures shall identify:

(1) the circumstances in which a recall will be conducted, including the circumstances involving the mislabeling or contamination of products;

(2) personnel responsible for implementing the recall procedures;

(3) procedures for notification of all customers who have, or reasonably could have, obtained an affected product, including communication and outreach via broadcast media, as appropriate;

(4) procedures for notification of any other cannabis establishment that supplied or received the recalled product;

(5) instructions to be provided to customers or other cannabis establishments for the return or destruction of the recalled product; and

(6) procedures for the collection and wastage (as may be required by the division) of any recalled product.

C. Destruction of recalled product: All recalled products that are intended to be destroyed shall be wasted in accordance with the wastage requirements of the division.

D. Division notification: The licensee shall notify the division of any recall within 24 hours of initiating the recall.

E. Division recall order: The division may order the immediate recall of cannabis or cannabis products if it deems such action necessary to protect public health and safety.

[16.8.2.11 NMAC - N, 08/24/2021]

16.8.2.12 CHAIN OF CUSTODY:

A . Licensees shall adopt, maintain, and enforce chain of custody procedures and documentation requirements to ensure appropriate tracking and tracing of cannabis and cannabis products. Licensees shall use a paper-based or electronic chain of custody form that documents the possession of cannabis or cannabis products, and includes the following:

(1) the originating location of the cannabis or cannabis products;

(2) the time and date of transfer of the cannabis or cannabis products;

(3) the size, number of boxes, and number of pieces of cannabis or cannabis products;

(4) the internal batch or lot numbers, and if different, the track and trace batch or lot numbers;

(5) a dated signature of the person receiving the cannabis or cannabis products; and

(6) for cannabis samples, in addition to the above, the types of containers, mode of collection, the authorized individual who collected the sample, the date and time of collection, preservation, and requested analyses of the sample.

B. Licensees shall also adopt, maintain, and enforce security requirements to ensure security and the safety of cannabis and cannabis products and transport personnel.

[16.8.2.12 NMAC - N, 08/24/2021]

16.8.2.13 REQUIREMENTS FOR THE TRANSPORTATION OF CANNABIS:

A. General requirements: The following requirements apply when disposing of wasted cannabis or cannabis plants or transporting cannabis or cannabis products between licensees or licensed premises:

(1) transportation of cannabis or cannabis products shall only be conducted by persons holding a cannabis establishment license under the Cannabis Regulation Act or designated employees, or contractors, of a licensee;

(2) prior to transporting any cannabis or cannabis products to another licensee, the licensee shall have a completed transfer or sales invoice or receipt and a chain of custody form, the licensee shall only transport cannabis or cannabis products listed on the invoice or receipt and chain of custody form, and the invoice or receipt and chain of custody form may not be altered or changed once transport begins;

(3) transportation of cannabis or cannabis products by means of a human powered vehicle or unmanned vehicle is prohibited;

(4) cannabis or cannabis products shall only be transported inside of a motor vehicle or trailer in reasonable operating condition and shall not be visible or identifiable from outside of the vehicle or trailer;

(5) cannabis or cannabis products shall be locked in a box, container, or cage that is secured within the inside of the vehicle or trailer, including when such a box, container, or cage is located inside of the trunk;

(6) vehicles and trailers shall be locked and secured while left unattended;

(7) licensees shall not leave a vehicle or trailer containing cannabis or cannabis products unattended in a residential area;

(8) vehicles shall have a vehicle alarm system ;

(9) packages or containers holding cannabis or cannabis products shall not be tampered with, or opened, during transport;

(10) when engaged in the transportation of cannabis or cannabis products, a licensee shall only travel between licensees shipping or receiving cannabis or cannabis products and its own licensed premises;

(11) licensees may transport multiple shipments of cannabis or cannabis products at one time in accordance with applicable laws;

(12) licensees shall not deviate from the travel requirements described in this section, except for necessary rest, fuel, or vehicle repair stops;

(13) under no circumstances may alcoholic beverages be transported with cannabis or cannabis products;

(14) vehicles and trailers transporting cannabis or cannabis products are subject to inspection by the division at any licensed premises or during transport at any time;

(15) notwithstanding subsection A of this section, cannabis or cannabis products may be transported by foot, hand truck, forklift, or other similar means if it is not operationally feasible to transport cannabis products inside of a vehicle or trailer because the licensed premises that the cannabis products will be transported from and the licensed premises that will be receiving the cannabis products are located within the same building or on the same premises;

(16) storage and transportation of cannabis and cannabis products shall be under conditions that will maintain and protect the cannabis or cannabis products against physical, chemical, and microbial contamination as well as against deterioration of the cannabis or cannabis products and the container;

(17) the vehicle must be properly registered with the New Mexico motor vehicle division; and

(18) the driver of the vehicle must be prepared to show proper identification, including a licensee employee badge, driver's license, vehicle registration and proof of insurance, and the appropriate shipping manifest and chain of custody form to law enforcement and the division when requested.

B. Shipping manifest: Prior to transporting cannabis or cannabis products, a licensee shall generate a shipping manifest through the track and trace system for the following activities:

(1) testing and sampling of cannabis or cannabis products;

(2) sale of cannabis or cannabis products to a licensee;

(3) destruction, wastage, or disposal of cannabis or cannabis products; and

(4) any other activity, as required by the division or any other government authority.

C. Transmittal of manifest: Licensees shall transmit the shipping manifest to the division and (if applicable) the licensee that will receive the cannabis or cannabis products via the online track and trace portal prior to transporting the cannabis or cannabis products.

D. Verification of manifest: Licensees shall ensure and verify that the cannabis or cannabis products being taken into possession for transport at the originating licensed premises are described and accurately reflected in the shipping manifest. For purposes of this section, the licensee may verify that the cannabis or cannabis products are accurately reflected in the shipping manifest by confirming that the number of boxes of cannabis or cannabis products, type of cannabis or cannabis products, or the units of cannabis or cannabis products matches the label on the boxes containing the cannabis or cannabis products.

E. Rejection of shipment: Licensees shall not take into possession or transport:

(1) Any cannabis or cannabis products that are not on the shipping manifest; or

(2) Any cannabis or cannabis products that are less than or greater than the amount reflected on the shipping manifest, with the exception of marginal weight difference due to curing during transport.

F. Responsibility for discrepancy: The licensee transporting the cannabis or cannabis product is responsible for any discrepancies between the shipping manifest and the cannabis or cannabis products in its possession during transport, and subject to any enforcement or disciplinary action related to such discrepancy.

G. Void or change prohibited: Licensees shall not void or change a shipping manifest after departing from the originating licensed premises.

H. Documentation of all transport: A shipping manifest and chain of custody form shall accompany every transport of cannabis products.

I. Alternative notice of shipment: Notwithstanding any provision of this section to the contrary, if a transporting licensee cannot obtain access to the track and trace system, the licensee shall complete the shipping manifest outside of the track and trace system and promptly transmit it to the division and the licensee receiving the shipment by electronic mail. If the transporting licensee has access to the track and trace system and the licensee receiving the shipment does not have access to the track and trace system, the transporting licensee shall complete the shipping manifest in the track and trace system, transmit it to the division, and send a copy to the licensee receiving the shipment by electronic mail.

[16.8.2.13 NMAC - N, 08/24/2021]

16.8.2.14 LICENSURE PERIOD, EXPIRATION AND RENEWAL:

A . License period: The licensure period of a license shall be from the date of approval of the license application for a period of 12 months.

B. Automatic expiration of license: Unless otherwise renewed, suspended, or revoked, a license shall expire at 11:59 p.m. on the day indicated on the license as the expiration date or other written notification by the division.

C. License renewal: To timely renew a license, a completed license renewal application and annual license fee set forth in 16.8.11 NMAC shall be received by the division from the licensee no earlier than 60 calendar days before the expiration of the license and no later than 30 days before the expiration of the license through the division's electronic licensing portal. Failure to receive a notice for license renewal from the division does not relieve a licensee of the obligation to renew all licenses as required. In the event a license renewal application is not submitted and approved prior to the license expiration date, the licensee must not sell, transfer, transport, manufacture, test, or distribute any medical or commercial cannabis or cannabis products until the license is renewed. Upon the nonrenewal of a license, the division may initiate disciplinary action pursuant to the Uniform Licensing Act, Section 61-1-1 *et seq.*, NMSA 1978.

[16.8.2.14 NMAC - N, 08/24/2021]

16.8.2.15 WASTAGE OF CANNABIS OR CANNABIS PRODUCTS; PERMITTED METHODS: Licensees that waste cannabis or cannabis products shall do so by rendering the cannabis or cannabis products unusable and unrecognizable prior to removal from licensed premises. The wastage of cannabis or cannabis products shall be documented, tracked by batch, and recorded in an electronic track and trace system specified by the

division. Wastage of cannabis or cannabis products shall occur only within the licensee's ordinary business hours. Licensees shall dispose of wasted cannabis or cannabis products and shall not attempt to incorporate wasted cannabis or cannabis plants into any product intended for human consumption.

A. Permitted methods of wastage: Wastage of cannabis or cannabis plants shall be accomplished by grinding and incorporating the cannabis into other ground material, such as soil, compost material, or leaf and yard waste, so that the resulting mixture is at least fifty percent non-cannabis material by volume;

B. Disposal of wasted cannabis: Disposal of wasted cannabis or cannabis plants shall be conducted in accordance with all applicable waste disposal laws, including hazardous waste disposal laws.

C. Holding time: Cannabis or cannabis products that a licensee intends to waste shall be held in a secured designated holding area for a minimum of 72-hours prior to being wasted. Licensees shall affix to each batch that is held for wasting documents that record information concerning the batch, including batch number or code, plant number, and weight. The batch to be wasted shall not be handled, moved, or wasted during the 72-hour period, unless by specific instruction of the division. Cannabis or cannabis products that are intended to be wasted may be subject to inspection by the division.

D. Documentation of wastage; retention: Licensees shall record the wastage of cannabis or cannabis products, including batch number, weight, plant number, the name of the receiving solid waste facility, dates of wastage and disposal, and any test results associated with a wasted batch, using an electronic system specified by the division, and shall deduct any wasted usable cannabis or cannabis plants from the licensee's inventory. The electronic record shall be retained for no less than two years following the disposal. Licensees shall additionally document the wastage of any cannabis using a video recording and shall retain the video recording of the destruction for no less than 120 days. Licensees shall make the video recording of the destruction available for the division's inspection and copying upon the division's request.

E. Notice to division: Licensees shall notify the division of the wastage of cannabis within five business days of the wastage.

[16.8.2.15 NMAC - N, 08/24/2021]

16.8.2.16 QUALITY ASSURANCE TESTING; COMPLAINT PROCEDURE:

A. Quality assurance testing by the division: The division or its representative may conduct quality assurance sampling and testing of cannabis or cannabis products, and may require a licensee to provide samples of cannabis or cannabis products for this purpose. The division may additionally adopt and enforce a randomized testing schedule for the sampling and testing of cannabis or cannabis products. The division may prohibit the sale or transfer of cannabis or cannabis products that are determined by the division to contain prohibited levels of contaminants, or that is found to have been improperly tested, or may require remediation of such cannabis that is consistent with the remediation standards of the division.

B. Complaints: If the division receives a verified complaint regarding the presence of mold, bacteria, or another contaminant in cannabis or cannabis products, or if the division has reason to believe that the presence of mold, bacteria, or another contaminant may jeopardize public health and safety, the division or its representative may conduct an inspection and may require a licensee to provide samples of cannabis or cannabis products for testing by the division. Licensees shall allow the division or its representative access to a facility or to collect cannabis or cannabis product samples. To be considered verified, a complaint must be made on a form provided by the division that at a minimum identifies:

(1) date the complaint is filed;

(2) location of the cannabis or cannabis product;

(3) any identifiable features of the cannabis or cannabis product at issue, including the type and amount;

(4) the nature of the complaint;

(5) name and contact information of the complainant; and

(6) complaint must be emailed to the licensee within 5 business days of the division receiving the complaint.

C. Division sampling and testing requirements: Division employees may possess cannabis samples for the sole purposes of establishing compliance with the Cannabis Regulation Act or division rules. The division shall comply with the following testing requirements:

(1) the division shall maintain chain of custody documentation for any cannabis or cannabis product samples taken;

(2) a written receipt shall be given to the licensee for all testing samples;

(3) all testing samples shall be placed into a sealed container and clearly labeled;

(4) all testing samples shall be tested by the division or a designated testing facility; and

(5) the quantity of cannabis or cannabis products that is gathered by the division from a licensee for testing purposes shall not exceed the applicable sample sizes required by division rules.

D. Cost of testing: The licensee shall bear the cost of any testing required by the division.

[16.8.2.16 NMAC - N, 08/24/2021]

16.8.2.17 FIRE SAFETY LAWS: Licensees shall ensure all licensed premises are compliant with Article 52 of the New Mexico Statutes Annotated and any associated rules, including rules governing: posting of address, exit signs, emergency lighting, egress paths, evaluation plan, electrical wiring and lighting, exits and exit access, doors, egress hardware, aisle width, chemical storage, fire extinguishers, fire alarm, sprinkler system and fire suppression system, firewalls, combustible waste and housekeeping, storage, access from the exterior, and weeds, grass, vines or other growth capable of igniting.

[16.8.2.17 NMAC - N, 08/24/2021]

16.8.2.18 CONSTRUCTION OR ALTERATION OF CANNABIS ESTABLISHMENT BUILDINGS: If applicable, licensees shall ensure that all licensed premises are in compliance with the Construction Industries Licensing Act, Section 60-13-1 *et seq.*, NMSA 1978 and the LPG and CNG Act, Section 70-5-1 *et seq.*, NMSA 1978, including associated rules, as well as applicable codes, standards, zoning laws, licensing laws, and fire codes. If applicable, licensees shall further ensure that each structure, including manufactured homes used pursuant to Section 60-14-4(S), NMSA 1978, obtains a Certificate of Occupancy pursuant to 14.5.3.13 NMAC prior to occupancy and use of the structure.

[16.8.2.18 NMAC - N, 08/24/2021]

16.8.2.19 OCCUPATIONAL SAFETY: Licensees shall comply with the Occupational Health and Safety Act, Section 50-9-1 *et seq.*, NMSA 1978 and any associated rules.

[16.8.2.19 NMAC - N, 08/24/2021]

16.8.2.20 MONITORING OF LICENSEE:

A. Monitoring: The division may perform on-site assessments of an applicant or licensee during normal business hours to determine compliance with the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules.

B. Record access and review: The division may review any and all records related to the operations of the licensee and may require and conduct interviews with such persons or entities and persons affiliated with such entities, for the purpose of determining compliance with division rules or applicable laws. The division shall have access to the financial records of a licensee, including sales records and data from point-of-sale systems, and shall be granted immediate access to inspect or copy those records upon request.

C. Access to premises: Licensees shall provide the division timely access to any material and information necessary for determining compliance with division rules or applicable laws. Failure by a licensee to provide the division access to the premises or materials may result in disciplinary action.

D. Monitoring documents: Any failure to adhere to division rules or applicable laws documented by the division during monitoring may result in disciplinary action.

E. Report to law enforcement: The division shall refer suspected criminal activity or complaints alleging criminal activity that are made against a licensee to appropriate federal, state, or local law enforcement authorities.

F. Financial records: Licensees shall maintain detailed sales records in a manner and format approved by the division, inform the division of the location where such records are kept, and promptly update the division if the records are removed.

G. Audit: Licensees shall submit the results of a biennial audit to the division. The audit shall be conducted by an independent certified public accountant; the costs of which shall be borne by the licensee. Results of the audit shall be forwarded to the division. The division may extend, in writing, a licensees audit requirement to three years following the timely submission of two biennial unqualified audits or two biennial unqualified reports.

H. Producer reports: A cannabis producer licensee shall submit reports on an annual basis, or as otherwise reasonably requested, and in the format specified by the division. The annual report shall include:

(1) number of cannabis plants and cannabis inventory;

(2) revenue from the wholesale of cannabis;

(3) total number of transactions;

(4) number of units provided without charge;
(5) number of cannabis plants in production, including mature and immature plants;
(6) number of cannabis plants harvested;
(7) total yield of usable cannabis harvested from cannabis plants (in grams);
(8) average yield per plant (in grams);
(9) amount of cannabis (in grams) sold by wholesale;
(10) amount of cannabis (in grams) purchased by wholesale;
(11) number of live cannabis plants (including clones) and cannabis seeds sold;
(12) amount of dried cannabis leaves and flowers in stock;
(13) average price per gram of dried cannabis leaves and flowers;
(14) total amount of dried cannabis leaves and flowers sold (in units);
(15) total sales of dried cannabis leaves and flowers (in dollars and units);
(16) actual water and energy use in the preceding 12 months;
(17) demographic information required pursuant to the Cannabis Regulation Act, including data as defined by the applicant's social and economic equity plan, and the divisions published social and economic equity plan; and
(18) all quality testing reports, to be included as attachments.

[16.8.2.20 NMAC - N, 08/24/2021]

16.8.2.21 CANNABIS PRODUCER LICENSURE; GENERAL PROVISIONS:

A. License types: The division may license two classes of producers:
(1) A cannabis producer; and
(2) A cannabis producer microbusiness.

B. Division application forms: All applications for licensure authorized pursuant to the Cannabis Regulation Act shall be made upon current forms prescribed by the division using the online application portal.

C. License required: Unless licensed pursuant to the Cannabis Regulation Act or division rules, a person shall not cultivate cannabis, including planting, growing, and harvesting cannabis, except for personal use as provided by the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act.

D. Other activities prohibited: Except as provided in subsection BB of 16.8.2.8 NMAC, no cannabis producer establishment licensee may manufacture cannabis products, courier cannabis or cannabis products, or engage in the retail sale of cannabis or cannabis products unless the licensee has properly applied for, and the division has approved, the applicable license type required for those activities.

E. Vertically integrated cannabis establishment and integrated cannabis establishment microbusiness: Applicants for a vertically integrated cannabis establishment or integrated cannabis establishment microbusiness must meet all qualifications for a cannabis producer or cannabis producer microbusiness to be approved for, and authorized to conduct, cannabis producer activities.

[16.8.2.21 NMAC - N, 08/24/2021]

16.8.2.22 APPLICATION REQUIREMENTS FOR CANNABIS PRODUCER LICENSE:

A. An initial application or renewal for cannabis producer licensure shall include the following:
(1) Contact information for the applicant and the cannabis establishment, to include:
(a) applicant's full legal name;
(b) applicant's date of birth, if applicable;
(c) applicant's mailing address;
(d) applicant's contact telephone number;
(e) applicant's contact email address;
(f) applicant's business physical address and mailing address, if different;
(g) applicant's business legal name, including a DBA name if applicable;
(h) applicant's business web address, if applicable;
(i) applicant's business hours of operation;
(j) name and contact information for each controlling person; and
(k) demographic data pursuant to the Cannabis Regulation Act;
(2) proof the applicant or each controlling person is at least 21 years of age, which shall include identification issued by a federal or state government that includes the name, date of birth, and picture of the applicant or controlling person;
(3) legible and accurate diagram and description of the location of the land or facility to be used

for the cannabis establishment and the method(s) to be used to produce cannabis in a portable document format (.pdf), and if requested by the division, digital photographic photos;

(4) fully executed and dated documentation of the applicant's ownership or legal authority to use the property, buildings, or other facilities, establishing the applicant is, or will be, entitled to possession of the premises for which the application is made;

(5) demonstration of a legal right to use the quantity of water that the division determines is needed for cannabis production, as evidenced by either:

(a) documentation from a water provider that the applicant has the right to use water from the provider and that the use of water from cannabis production is compliant with provider's rules, or

(b) documentation from the office of the state engineer showing that the applicant has a valid and existing water right, or a permit to develop a water right, for irrigation purposes for outdoor cultivation, or a commercial purpose for indoor cultivation at the proposed place of use of the cannabis establishment. The documentation may include any of the following:

(i) a state engineer permit or license in good standing, but not including a permit issued pursuant to Sections 72-12-1, -1.1, -1.2, or -1.3, NMSA 1978;

(ii) a subfile order or decree issued by a water rights adjudication court;

(iii) the findings of an office of the state engineer hydrographic survey; or

(iv) other documentation the office of the state engineer has deemed in writing as acceptable to the office of the state engineer under this rule.

(6) a plan to use, or certification that the applicant cannot feasibly use, energy and water reduction opportunities, including:

(a) drip irrigation and water collection;

(b) natural lighting and energy efficiency measures;

(c) renewable energy generation; and

(d) estimated water and energy use related to the applicants cultivation plan;

(7) a copy of a current business license, fire inspection report, and zoning approval;

(8) if applicable, certification the applicant is in good standing with the New Mexico secretary of state, including all documents filed with the New Mexico secretary of state;

(9) a list of all controlling persons, a list of other current or prior licensed cannabis businesses, documentation of the applicant's or a controlling person legal name change, and criminal history screening documents as set forth in 16.8.2.9 NMAC and the Cannabis Regulation Act;

(10) a detailed description of any criminal convictions of the applicant and any controlling person, including the date of each conviction, dates of incarceration, probation or parole, if applicable, description of the offense, and statement of rehabilitation of each conviction;

(11) if applicable, a description and legible electronic image of the labeling and packaging of the cannabis or cannabis products that the producer shall utilize, which satisfies the labeling requirements of the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, division rules, and other state or federal rules applicable to labeling and packaging;

(12) if applicable, a sample of the record form(s), which shall identify (among other items) the name of the wholesale purchaser, the date of the sale, the quantity, and price of medical or commercial cannabis sold;

(13) the initial number of mature cannabis plants, and immature cannabis plants, the applicant proposes for production and the amount of water the applicant plans to use on a monthly basis for a twelve month period;

(14) a summary of the proposed operations, including a list of cannabis or cannabis products produced at the location;

(15) certification the applicant will adhere to production requirements pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules, including creating and maintaining a cultivation plan, and cannabis waste procedures for cannabis or cannabis products;

(16) certification the applicant will adhere to cannabis transport requirements pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules, including the transport of unprocessed cannabis or cannabis products to other cannabis establishments;

(17) certification the applicant will adhere to New Mexico department of agriculture (NMDA) pesticide registration, licensing, and use requirements to ensure a safe product and environment;

(18) certification the applicant will adhere to security requirements pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules, including requirements relating to safety and security procedures, security devices to be used, placement of security devices, personal safety, and crime

prevention techniques;

(19) certification the applicant will adhere to quality assurance requirements pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules, including requirements relating to routine testing by a licensed testing laboratory, division inspection of licensed premises during normal business hours, and testing of cannabis;

(20) certification the applicant will adhere to applicable federal, state and local laws governing the protection of public health and the environment, including occupational health and safety, food safety, environmental impacts, natural resource protections, air quality, solid and hazardous waste management, and wastewater discharge;

(21) certification the applicant has never been denied a license or had a license suspended or revoked by the division or any other state cannabis licensing authority or a detailed description of any administrative orders, civil judgements, denial or suspension of a cannabis license, revocation of a cannabis license, or sanctions for unlicensed medical or commercial cannabis activity by any state licensing authority, against the applicant, controlling person, or a business entity in which the applicant or controlling person was a controlling person within the three years immediately preceding the date of the application;

(22) applicant's social and economic equity plan to encourage economic and social diversity in employment, including race, ethnicity, gender, age, and residential status of licensee, controlling persons and employees of applicant and whether the applicant, controlling persons, employees or the locations where the cannabis products are produced are located in an underserved rural community, including tribal, acequia, land grant-merced, federally designated opportunity zone, or other rural historic communities;

(23) an attestation of the following statement: Under penalty of perjury, I hereby declare that the information contained within and submitted with the application is complete, true and accurate. I understand that a misrepresentation of fact or violation of these rules may result in denial of the license application or revocation of a license issued; and

(24) payment of any required application or licensure fees as set forth in 16.8.11 NMAC. Cannabis plant fees, if applicable, shall be accessed by the division upon approval of an initial application, additional premises application or renewal application. The division must receive payment of cannabis plant fee prior to cultivation of cannabis plants or, if applicable, at the time of renewal.

B. Verification of information: The division may verify information contained in each application and accompanying documentation, including:

(1) contacting the applicant or controlling person by telephone, mail, or electronic mail;

(2) conducting an on-site visit;

(3) requiring a face-to-face or virtual meeting and the production of additional documentation; or

(4) consulting with state or local governments.

[16.8.2.22 NMAC - N, 08/24/2021]

16.8.2.23 SUBMITTAL OF APPLICATION FOR AMENDED CANNABIS PRODUCER LICENSE:

A . Application: A licensed producer shall submit to the division an application form for an amended license, pay the required fee, and must obtain approval from the division, prior to implementing any of the following:

(1) material or substantial change of the size or location of the premises;

(2) change of licensee's legal or business name;

(3) change in water source, or licensees water and energy conservation plan, including, the reuse of water and disposal of effluent;

(4) increase in plant count beyond which licensee is currently licensed to produce;

(5) addition of a controlling person;

(6) material or substantial change to a license's security system;

(7) material or substantial modification of the premises; or

(8) engaging in an activity which requires an addition or change of a license type.

B. Amended license not required: Changes to standard operating policies and procedures may be made without providing notification to the division, provided that licensees shall maintain at each licensed premises a copy of all current and prior operating policies and procedures.

C. Requirements and processing of application for amended license: The application for amended license must comply with all requirements applicable to initial applications, except that the application shall be clearly designated as one for an amended license. The division shall prorate required fees to align with the expiration date of the licensee's original license, which shall be the expiration date of the licensee's amended license, if

approved. The division shall approve or deny an application for amended license within 90 days of receiving a completed application. Denial of an application for amendment shall be pursuant to the Uniform Licensing Act.

D. Material or substantial change: Material or substantial changes requiring approval include:

(1) increase or decrease in the size of the premises, including the sale of property used for the cannabis establishment, the purchase of additional property for the use of the cannabis establishment, or a change in the location of the cannabis establishment;

(2) a change in the licensee's access to the water source submitted with an application for initial, amended, or renewal licensure or a 10 percent, or more, increase in the licensee's water usage;

(3) change to a license's security system, including relocation or security points or installation of a new security system; or

(4) modification of the premises to relocate cannabis activities.

[16.8.2.23 NMAC - N, 08/24/2021]

16.8.2.24 PRODUCER PREMISES DIAGRAM:

A. An applicant must submit to the division, with the application, a complete and detailed diagram of the proposed premises. The diagram shall be used by the division to determine whether the premises meets the requirements of the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules. The division shall deny an application if the premises does not qualify for licensure pursuant to federal, state or local laws.

B. The diagram shall show the boundaries of the property and the proposed premises to be licensed, the dimensions of each area that cannabis plants will be cultivated, the location(s) and the dimensions of other areas where other horticulture will be cultivated, if applicable. The diagram shall also include, as applicable, any equipment to be used, entrances and exits, interior partitions, location of lights in the cannabis plant cultivation area(s) and the maximum wattage or wattage equivalent, walls, rooms, windows, and doorways. The diagram shall include a brief statement or description of the principal activity to be conducted in each area on the premises.

C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.

D. The diagram shall be to scale.

E. The diagram shall not contain any highlighting and the markings on the diagram shall be in black-and-white print.

F. If the proposed premises consists of only a portion of a property, the diagram must be labeled indicating which part of the property is the proposed premises and what the remaining property is used for.

G. If the proposed premises consists of only a portion of a property that will contain two or more licensed premises, then the diagram shall be supplemented with a description of how two or more licensed premises will be managed on the property.

H. If a proposed premise is located on only a portion of a property that also includes a residence, the diagram shall clearly show the designated buildings for the premises and the residence.

[16.8.2.24 NMAC - N, 08/24/2021]

16.8.2.25 PHYSICAL MODIFICATION OF PRODUCER PREMISES

A. Licensees shall not, without the prior written approval of the division, make a physical change, alteration, or modification of the licensed premises that materially or substantially alters the licensed premises or the use of the licensed premises from the premises diagram filed with the division.

B. Licensees whose licensed premises is to be materially or substantially changed, modified, or altered is responsible for filing a request for premises modification with the division.

C. Material or substantial changes, alterations, or modifications requiring approval include:

(1) when a building or structure will be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, as defined and described in the applicable building codes, which require a permit from the construction industries division or the appropriate local jurisdiction;

(2) when electrical wiring, plumbing or mechanical work and LP gas work, as defined and described in the applicable construction codes for those trades, is to be installed, repaired or maintained in or on such building or structure, which require a permit from the construction industries division or the appropriate local jurisdiction;

(3) re-roofing and application of roof coatings that requires a building permit and inspections; or

(4) changing the occupancy activities conducted in or the use of an area identified in the last

premises diagram provided to the division that requires a new certificate of occupancy or fire inspection.

D. Licensees shall request approval of a material or substantial physical change, alteration, or modification in writing, and the request shall include:

(1) a new premises diagram that conforms to requirements set forth in 16.8.2.18 NMAC;

(2) a copy of the applicable building permit; and

(3) a new certificate of occupancy, if applicable.

E. Licensees shall immediately notify the division within 24 hours if a federal or state authority requires a change to the premises;

F. Licensees shall promptly provide additional documentation requested by the division to evaluate the licensee's request to modify the licensed premises; and

G. The division shall notify the licensee, in writing, of approval or denial of a request for physical modification no later than 10 days after receiving a request.

[16.8.2.25 NMAC - N, 08/24/2021]

16.8.2.26 CANNABIS PRODUCER POLICIES AND PROCEDURES:

A. Minimum policy and procedure requirements: A producer shall develop, implement, and maintain on the licensed premises, standard policies and procedures, which shall include the following:

(1) cannabis testing criteria and procedures, which shall be consistent with the testing requirements of the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules, and shall include at a minimum, the following topics:

(a) employee health and safety training materials;

(b) training requirements for the proper use of health and safety measures and controls;

(c) representative sampling and analytical testing of cannabis or cannabis products for contaminants prior to wholesale or transfer to another cannabis establishment;

(d) recordkeeping and chain of custody protocols for transportation of cannabis or cannabis product samples to a cannabis testing laboratory;

(e) recordkeeping and chain of custody protocols for transportation of cannabis or cannabis products to another cannabis establishment for any purpose;

(f) protocols to ensure that cannabis or cannabis products, including any samples of cannabis or cannabis products, are transported and stored in a manner that prevents degradation, contamination, tampering, or diversion;

(g) protocols for testing sample collection that ensures accurate test results; and

(h) procedures for remedial measures to bring cannabis or cannabis products into compliance with division standards or destruction of a tested batch of cannabis or cannabis products if the testing samples from the tested batch indicate noncompliance with applicable health and safety standards;

(2) employee policies and procedures to address the following minimum requirements:

(a) adherence to state and federal laws;

(b) responding to an emergency, including robbery or a serious accident;

(c) alcohol and drug-free workplace policies and procedures;

(d) safety and security procedures;

(e) occupational safety;

(f) crime prevention techniques; and

(g) if applicable, confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996; and

(3) training documentation prepared for each employee and statements signed by employees indicating the topics discussed, names and titles of presenters, and the date, time, and place the employee received said training.

B. Retention of training documentation: Licensees shall maintain documentation of an employee's training for a period of five years for current employees and at least six months after the termination of an employee's employment.

[16.8.2.26 NMAC - N, 08/24/2021]

16.8.2.27 MINIMUM REQUIREMENTS FOR THE PRODUCTION OF CANNABIS:

A. General requirements: Licensees shall ensure the following:

(1) all production activities are done on premises that are in compliance with state and local

laws that do not conflict with the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Acts;

(2) the licensee's right to use the quantity of water sufficient to meet the production facility's needs remains in good standing;

(3) plumbing shall be of adequate size and design, adequately installed, and maintained to carry sufficient quantities of water to required locations throughout the facility, including sufficient quantities of water to properly convey sewage and liquid disposable waste from the facility; and

(4) all weighting or measuring devices that are used in the wholesale of cannabis be appropriately documented as having undergone certified registration and calibration that is in accordance with applicable requirements of the New Mexico department of agriculture.

B. Cultivation plan: Licensees shall create and maintain a cultivation plan, which shall include all of the following:

(1) a detailed premises diagram showing all cultivation activity areas, boundaries, and dimensions in feet.

(2) square foot measurement of mature cannabis plant cultivation area(s), including aggregate square footage if the mature cannabis plant cultivation areas are noncontiguous;

(3) area(s) outside of the mature cannabis plant cultivation areas where only immature plants shall be maintained, if applicable;

(4) designated pesticide and other agricultural chemical storage area(s);

(5) designated processing area(s) if the licensee will process on site;

(6) designated packaging area(s) if the licensee will package products on site;

(7) designated composting area(s) if the licensee will compost plant or cannabis waste on site;

(8) designated secured area(s) for cannabis waste if different than composting area(s);

(9) designated area(s) for harvested cannabis storage;

(10) designated seed production area(s) which may contain mature plants for nursery purposes only.

C. Lighting: For indoor and mixed-light cultivation, a licensee shall create and maintain a lighting diagram, which shall include the following:

(1) location of all lights in the cannabis plant cultivation area(s); and

(2) maximum wattage, or wattage equivalent, of each light.

D. Pest management: Licensees shall create and maintain a pest management plan, which shall include product name and active ingredient(s) of all pesticides to be applied to cannabis during any stage of plant growth. Licensees are encouraged to create and implement integrated pest management protocols, including chemical, biological, and cultural methods to control or prevent the introduction of pests on the cultivation site.

E. Cannabis waste: Licensees shall create and maintain cannabis waste procedures meeting the requirements set forth in 16.8.2.22 NMAC.

F. Safety and health requirements: Licensees shall ensure the following:

(1) all equipment, implements, and fixtures that are used for the production of cannabis shall be used exclusively for the production of cannabis and meet sanitation and safety standards required by the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, division rules, and any other state or federal laws;

(2) production is conducted in a manner that does not allow cross-contamination from chemical or biological hazards;

(3) any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including a boil, sore, or infected wound, or any other abnormal source of microbial contamination for whom there is a reasonable possibility of contact with preparation surfaces for cannabis, shall be excluded from any operations which may be anticipated to result in such contamination until the condition is corrected;

(4) hand-washing facilities are provided that are adequate, accessible, furnished with running water at a suitable temperature, conveniently located in indoor production facilities, in restrooms, and wherever good sanitary practices require employees to wash or sanitize their hands, and stocked with effective hand-cleaning and sanitizing preparations, and sanitary towel service or suitable drying devices;

(5) all persons involved in preparing or handling cannabis conform to hygienic practices while on duty, including:

(a) maintaining adequate personal cleanliness;

(b) wearing gloves while handling processed cannabis or unpackaged but processed cannabis products;

(c) possessing a valid New Mexico environment department food handler card if handling processed cannabis or unpackaged but processed cannabis products; and

(d) washing hands thoroughly in an adequate hand-washing facility before starting work, at any other time when the hands may have become soiled or contaminated, and both before putting gloves on and after removal of gloves, if the person is handling processed cannabis or unpackaged but processed cannabis products;

(6) operating systems for waste disposal are maintained in an adequate manner so that they do not constitute a source of contamination in areas where cannabis is exposed;

(7) water damage is properly and timely treated to protect health and safety of employees and the public, and that fiberglass and other insulation material is not exposed;

(8) adequate safety-type lighting in all areas where cannabis is produced or stored, if applicable, and where equipment is cleaned;

(9) rubbish is disposed of so as to minimize the development of odor, minimize the potential for the waste becoming an attractant and harborage, or breeding place for pests;

(10) premises, fixtures, and physical facilities where cannabis or cannabis products are produced are maintained to ensure the health and safety of employee and the public;

(11) contact surfaces, including utensils and equipment used for preparation of cannabis or cannabis products, are cleaned and sanitized as frequently as necessary to protect against contamination;

(12) only environmental protection agency (EPA) registered sanitizing agents are used in production operations and that they are used in accordance with labeled instructions;

(13) toxic cleaning compounds, sanitizing agents, and pesticide chemicals shall be identified, held, and stored in a manner that protects against contamination of cannabis or cannabis products and that otherwise satisfies the requirements of this rule;

(14) storage and transportation of cannabis and cannabis products is accomplished under conditions that will maintain security and protect the cannabis or cannabis products against physical, chemical, and microbial contamination, as well as against deterioration of the cannabis or cannabis products and the container; and

(15) that there is sufficient space for placement of equipment and storage of material as is necessary for the maintenance of sanitary operations for production of cannabis.

[16.8.2.27 NMAC - N, 08/24/2021]

16.8.2.28 USE OF PESTICIDES BY LICENSED PRODUCERS: The use of any pesticide by a licensed producer in the growth of cannabis shall be in accordance with the New Mexico Pesticide Control Act, Section 76-4-1 *et seq.*, NMSA 1978, and any associated rules.

[16.8.2.28 NMAC - N, 08/24/2021]

16.8.2.29 SEVERABILITY: If any part or application of this rule is held to be invalid, the remainder or its application to other situations or persons shall not be affected. Any section of this rule legally severed shall not interfere with the remaining protections and duties provided by this rule.

[16.8.2.29 NMAC - N, 08/24/2021]

History of 16.8.2 NMAC: [RESERVED]

This is an emergency amendment to 16.8.2 NMAC amending and renumbering Section 29 to Section 35 and adding new Sections 30 through 34, effective 9/8/2021.

16.8.2.29 CANNABIS MANUFACTURER LICENSURE; GENERAL PROVISIONS:

A. License Types: The division may license four classes of manufacture:

(1) Class I: A licensee that only packages or repackages cannabis products, or labels or relabels the cannabis product container;

(2) Class II: A licensee that conducts Class I activities, and manufactures edible products or topical products using infusion processes, or other types of cannabis products other than extracts or concentrates, and does not conduct extractions;

(3) Class III: A licensee that conducts Class I and Class II activities, and extracts using mechanical methods or nonvolatile solvents; and

(4) Class IV: A licensee that conducts Class I, Class II, and Class III activities, and extracts using volatile solvents or supercritical CO2.

B. Division application forms: All applications for licensure authorized pursuant to the Cannabis Regulation Act shall be made upon current forms prescribed by the division using the online application portal.

C. License required: Unless licensed pursuant to the Cannabis Regulation Act and division rules, a person shall not manufacture cannabis extract, unless for personal use pursuant to Section 26-2C-31, NMSA.

D. Other activities prohibited: Except as provided in subsection BB of 16.8.2.8 NMAC, no cannabis manufacturer establishment licensee may produce cannabis, courier cannabis or cannabis products, or engage in the retail sale of cannabis or cannabis products unless the licensee has properly applied for, and the division has approved, the applicable license type required for those activities.

E. Prohibited additives: A manufacturer shall not manufacture or distribute a product that is intended to be consumed by inhalation that includes polyethylene glycol, polypropylene glycol, vitamin E acetate, or medium chain triglycerides. A manufacturer shall not combine nicotine, caffeine, or any other addictive substance with a cannabis product. This prohibition shall not apply to the combination of cannabis with sugar, or a product in which caffeine is naturally occurring, such as coffee, tea, or chocolate.

[16.8.2.29 NMAC – N/E, 09/08/2021]

16.8.2.30 APPLICATION REQUIREMENTS FOR CANNABIS MANUFACTURER LICENSE:

A. An initial application or renewal for cannabis manufacturer licensure shall include the following:

(1) Contact information for the applicant and the cannabis establishment, to include:

(a) applicant's full legal name;

(b) applicant's mailing address;

(c) applicant's contact telephone number;

(d) applicant's contact email address;

(e) applicant's business physical address and mailing address, if different;

(f) applicant's business legal name, including a DBA name if applicable;

(g) applicant's business web address, if applicable;

(h) applicant's business hours of operation;

(i) name and contact information for each controlling person;

(j) demographic data pursuant to the Cannabis Regulation Act; and

(k) license type sought (Class I, Class II, Class III, or Class IV);

(2) proof the applicant or each controlling person is at least 21 years of age, which shall include identification issued by a federal or state government that includes the name, date of birth, and picture of the applicant or controlling person;

(3) legible and accurate diagram containing information required by subsection 16.8.2.32 NMAC and description of the location of the land or facility to be used for the cannabis establishment and the method(s) to be used to manufacture cannabis (extraction, infusion, packaging, labeling), including a description of extraction and infusion methods, in a portable document format (.pdf), and if requested by the division, digital photographic photos;

(4) fully executed and dated documentation of the applicant's ownership or legal authority to use the property, buildings, or other facilities, establishing the applicant is, or will be, entitled to possession of the premises for which the application is made;

(5) demonstration of a legal right to use the quantity of water that the division determines is

needed for cannabis manufacturing, as evidenced by either:

(a) documentation from a water provider that the applicant has the right to use water from the provider and that the use of water for cannabis manufacturing is compliant with provider's rules, or

(b) documentation from the office of the state engineer showing that the applicant has a valid and existing water right, or a permit to develop a water right, at the proposed place of use of the cannabis establishment. The documentation may include any of the following:

(i) a state engineer permit or license in good standing, but not including a permit issued pursuant to Sections 72-12-1, -1.1, -1.2, or -1.3, NMSA 1978;

(ii) a subfile order or decree issued by a water rights adjudication court;

(iii) the findings of an office of the state engineer hydrographic survey; or

(iv) other documentation the office of the state engineer has deemed in writing as acceptable to the office of the state engineer under this rule.

(6) a copy of a current business license, fire inspection report, and zoning approval;

(7) if applicable, certification the applicant is in good standing with the New Mexico secretary of state, including all documents filed with the New Mexico secretary of state;

(8) a list of all controlling persons, a list of other current or prior licensed cannabis businesses, documentation of the applicant's or a controlling person legal name change, and criminal history screening documents as set forth in 16.8.2.9 NMAC and the Cannabis Regulation Act;

(9) a detailed description of any criminal convictions of the applicant and any controlling person, including the date of each conviction, dates of incarceration, probation or parole, if applicable, description of the offense, and statement of rehabilitation of each conviction;

(10) a list of the types of products that will be manufactured, packaged, or labeled;

(11) a complete written description of good manufacturing practices (GMPs).

(12) a complete written description of the means that the manufacturer shall employ to safely manufacture cannabis products, including hygiene standards consistent with the requirements of the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, division rules , and other state or federal rules applicable to manufacturing;

(13) A detailed description of the licensee's proposed plan for obtaining cannabis from a licensed cannabis producer or cannabis microproducer.

(14) legible electronic images of the labeling and packaging of the cannabis or cannabis products that the manufacturer shall utilize, which satisfies the labeling and packaging requirements of the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, division rules, and other state or federal rules applicable to labeling and packaging;

(15) if applicable, proof of prior approval by the New Mexico regulation and licensing department for the use of any compressed gas extraction equipment to be utilized by the manufacturer;

(16) if applicable, a sample of the record form(s), which shall identify (among other items) the name of the wholesale purchaser, the date of the sale, the quantity, and price of cannabis sold;

(17) certification the applicant will adhere to manufacturing requirements pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules;

(18) certification the applicant will adhere to cannabis transport requirements pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules;

(19) certification the applicant will adhere to security requirements pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules;

(20) certification the applicant will adhere to quality assurance requirements pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules;

(21) certification the applicant will adhere to applicable federal, state and local laws governing the protection of public health and the environment, including occupational health and safety, food safety, fire safety, environmental impacts, natural resource protections, air quality, solid and hazardous waste management, and wastewater discharge;

(22) certification the applicant has never been denied a license or had a license suspended or revoked by the division or any other state cannabis licensing authority or a detailed description of any administrative orders, civil judgements, denial or suspension of a cannabis license, revocation of a cannabis license, or sanctions for unlicensed cannabis activity by any state licensing authority, against the applicant, controlling person, or a business entity in which the applicant or controlling person was a controlling person within the three years immediately preceding the date of the application;

(23) certification the applicant is not licensed under the Liquor Control Act.

(24) applicant's social and economic equity plan to encourage economic and social diversity in employment, including race, ethnicity, gender, age, and residential status of licensee, controlling persons and employees of applicant and whether the applicant, controlling persons, employees or the locations where the cannabis products are produced are located in an underserved rural community, including tribal, acequia, land grant-merced, federally designated opportunity zone, or other rural historic communities;

(25) an attestation that the manufacturer will not use dimethylsulfoxide (DMSO) in the production of cannabis products, and will not possess DMSO on the premises of the manufacturer:

(26) an attestation of the following statement: Under penalty of perjury, I hereby declare that the information contained within and submitted with the application is complete, true and accurate. I understand that a misrepresentation of fact or violation of these rules may result in denial of the license application or revocation of a license issued; and

(27) for a class IV license, a signed attestation from a licensed engineer stating the chemical extraction equipment is a closed loop system, is being utilized for its intended use and meets requirements of subsection I of 16.8.2.34 NMAC;

(28) for class II, III, and IV licenses, evidence that the applicant has obtain all necessary permits required for the production of edibles and topicals from the New Mexico environment department and that such permits are valid at the time the license application is submitted; and

(29) payment of any required fees as set forth in 16.8.11 NMAC.

B. Verification of information: The division may verify information contained in each application and accompanying documentation by:

(1) contacting the applicant or controlling person by telephone, mail, or electronic mail;

(2) conducting an on-site visit;

(3) requiring a face-to-face or virtual meeting and the production of additional documentation; or

(4) consulting with state or local governments.

C. Trade secrets: Any applicant submitting operating procedures and protocols to the division pursuant to the Lynn and Erin Compassionate Use Act, the Cannabis Regulation Act, or division rules, may claim such information as a trade secret or confidential by clearly identifying such information as "confidential" on the document at the time of submission. Any claim of confidentiality by an applicant must be based on the applicant's good faith belief that the information marked as confidential constitutes a trade secret as defined in the Uniform Trade Secrets Act, Sections 57-3A-1 to -7, NMSA 1978. In the event the division receives a request to inspect such documents, the division will notify the applicant or licensee, via the current email of record. If the division does not receive an injunction pursuant to the Uniform Trade Secrets Act within five days of the request to inspect, the division will make the documents marked confidential available for inspection as required pursuant to the Inspection of Public Records Act.

[16.8.2.30 NMAC – N/E, 09/08/2021]

16.8.2.31 SUBMITTAL OF APPLICATION FOR AMENDED CANNABIS MANUFACTURER LICENSE:

A. Application: A licensed manufacturer shall submit to the division an application form for an amended license, if applicable, pay the required fee, and obtain approval from the division, prior to implementing any of the following:

(1) material or substantial change of the size or location of the premises;

(2) change of licensee's legal or business name;

(3) change or modification in extraction type(s) or equipment;

(4) material or substantial change in water source;

(5) addition of a controlling person;

(6) material or substantial change to a license's security system;

(7) material or substantial modification of the premises; or

(8) engaging in an activity which requires an addition or change of a license type.

B. Amended license not required: Changes to standard operating policies and procedures may be made without providing notification to the division, provided that licensees shall maintain at each licensed premises a copy of all current and prior operating policies and procedures.

C. Requirements and processing of application for amended license: The application for amended license must comply with all requirements applicable to initial applications, except that the application shall be clearly designated as one for an amended license. The division shall prorate required fees to align with the expiration

date of the licensee's original license, which shall be the expiration date of the licensee's amended license, if approved. The division shall approve or deny an application for amended license within 90 days of receiving a completed application. Denial of an application for amendment shall be pursuant to the Uniform Licensing Act.

D. Material or substantial change: Material or substantial changes requiring approval include:

(1) increase or decrease in the size of the premises, including the sale of property used for the cannabis establishment, the purchase of additional property for the use of the cannabis establishment, or a change in the location of the cannabis establishment;

(2) a modification in the licensee's access to the water source submitted with an application for initial or renewal licensure or a 10 percent, or more, increase in the licensee's water usage;

(3) change to a license's security system, including relocation or security points or installation of a new security system; or

(4) modification of the premises to relocate cannabis activities.

[16.8.2.31 NMAC – N/E, 09/08/2021]

16.8.2.32 PREMISES DIAGRAM:

A. An applicant must submit to the division, with the application, a complete and detailed diagram of the proposed premises. The diagram shall be used by the division to determine whether the premises meets the requirements of the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, and division rules. The division shall deny an application if the premises does not qualify for licensure pursuant to federal, state or local laws.

B. The diagram shall show the boundaries of the property and the proposed premises to be licensed, the dimensions of each area that cannabis will be manufactured. The diagram shall also include, as applicable, any equipment to be used, entrances and exits, interior partitions, walls, rooms, windows, and doorways. The diagram shall include a brief statement or description of the principal activity to be conducted in each area on the premises.

C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.

D. The diagram shall be to scale.

E. The diagram shall not contain any highlighting and the markings on the diagram shall be in black-and-white print.

F. If the proposed premises consists of only a portion of a property, the diagram must be labeled indicating which part of the property is the proposed premises and what the remaining property is used for.

G. If the proposed premises consists of only a portion of a property that will contain two or more licensed premises, then the diagram shall be supplemented with a description of how two or more licensed premises will be managed on the property.

H. If a proposed premise is located on only a portion of a property that also includes a residence, the diagram shall clearly show the designated buildings for the premises and the residence.

[16.8.2.32 NMAC – N/E, 09/08/2021]

16.8.2.33 CANNABIS MANUFACTURER POLICIES AND PROCEDURES:

A. Minimum policy and procedure requirements: A manufacturer shall develop, implement, and maintain on the licensed premises, standard policies and procedures, which shall include the following:

(1) cannabis testing criteria and procedures, which shall be consistent with the testing requirements of the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules, and shall include at a minimum, the following topics:

(a) representative sampling and analytical testing of cannabis or cannabis products for contaminants prior to wholesale or transfer to another cannabis establishment;

(b) recordkeeping and chain of custody protocols for transportation of cannabis or cannabis product samples to a cannabis testing laboratory;

(c) recordkeeping and chain of custody protocols for transportation of cannabis or cannabis products to another cannabis establishment for any purpose;

(d) protocols to ensure that cannabis or cannabis products, including any samples of cannabis or cannabis products, are transported and stored in a manner that prevents degradation, contamination, tampering, or diversion;

(e) protocols for testing sample collection that ensures accurate test results; and

(f) procedures for destruction of a tested batch of cannabis or cannabis products if the testing samples from the tested batch indicate noncompliance with applicable health and safety standards;

(2) employee policies and procedures to address the following minimum requirements:

(a) adherence to state and federal laws;

(b) responding to an emergency, including robbery or a serious accident or incident;

(c) alcohol and drug-free workplace policies and procedures;

(d) safety and security procedures;

(e) occupational health and safety;

(f) crime prevention techniques; and

(g) if applicable, confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996; and

(3) documentation prepared for each employee and statements signed by employees indicating receipt and understanding of policies and procedures.

B. Training program:

(1) Licensee shall implement a training program, approved by the division, to ensure that all personnel present at the premises are provided information and training that, at minimum, covers the following topics within 30 days of the start of employment:

(a) employee health and safety training materials;

(b) health and safety hazards;

(c) hazard communication training for all solvents or chemicals used at the licensed premises and as described in the safety data sheet for each solvent or chemical;

(d) training requirements for the proper use of health and safety measures and controls;

(e) emergency procedures;

(f) security procedures; and

(g) record keeping requirements.

(2) Prior to independently engaging in any cannabis manufacturing process, including but not limited to extraction:

(a) an overview of the process and standard operating procedure(s);

(b) quality control procedures;

(c) hazard analysis and control procedures as appropriate;

(d) proper and safe usage of equipment or machinery;

(e) safe work practices applicable to an employee's job tasks, including appropriate use of any necessary safety or sanitary equipment;

(f) cleaning and maintenance requirements;

(g) emergency operations, including shutdown; and

(h) any additional information reasonably related to an employee's job duties.

(3) A licensee, or employee, involved in the handling, transportation, manufacture, extraction, testing, or packaging of cannabis products must successfully complete a food handler course accredited by the American National Standards Institute (ANSI) prior to conducting any related activities. Such training shall be maintained while employed under a manufacturing licensee. The licensee shall obtain documentation evidencing the fulfillment of this requirement.

C. Training documentation:

(1) Licensee shall ensure that all personnel receive annual refresher training to cover, at minimum, the topics listed in this section. This annual refresher training must be completed within 12 months of the previous training completion date. The licensee shall maintain a record which contains at minimum:

(a) an annual attestation by licensee that they received and understood all information and training provided in the training program;

(b) a list of all personnel at the premises, including at minimum, name and job duties of each;

(c) documentation of training topics and dates of training completion for all

personnel;

(d) training topics and dates of refresher training completion for all personnel;

(e) the signature of the individual personnel and the licensee verifying receipt and understanding of each training or refresher training completed by the personnel;

(f) any official documentation attesting to the successful completion of required training by personnel.

(2) Licensee may designate supervisory personnel with responsibility to oversee the requirements of this section. Assigned supervisory personnel must have the education, training, or experience (or a combination thereof) necessary to ensure the production of clean and safe cannabis products by all personnel. The designated training personnel shall sign and date a document on an annual basis attesting that they have received and understood all information and training provided in the training program. This documentation shall be maintained as part of the record requirements.

D. Retention of training documentation: Licensees shall maintain documentation of an employee's training for a period of five years for current employees and at least six months after the termination of an employee's employment.

[16.8.2.33 NMAC – N/E, 09/08/2021]

16.8.2.34 MINIMUM STANDARDS FOR THE MANUFACTURE OF CANNABIS PRODUCTS:

A. General requirements: Licensees shall ensure the following:

(1) manufacturing shall be done in premises that are in compliance with state and local laws that do not conflict with the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act;

(2) the licensee's right to use the quantity of water sufficient to meet the manufacturing facility's needs remains in good standing;

(3) weighting or measuring devices that are used in the wholesale of cannabis be appropriately documented as having undergone certified registration and calibration that is in accordance with applicable requirements of the New Mexico department of agriculture; and

(4) licensee shall notify the division of any changes to the days or hours of business operation;

B. Permissible Extractions:

(1) Except as provided in subsection (2), cannabis extraction shall only be conducted using the following methods:

(a) Mechanical extraction, such as screens or presses;

(b) chemical extraction using a nonvolatile solvent such as a nonhydrocarbon-based or other solvent such as water, vegetable glycerin, vegetable oils, animal fats, or food-grade glycerin, (nonhydrocarbon-based solvents shall be food grade);

(c) chemical extraction using a professional closed loop CO2 gas extraction system;

(d) chemical extraction using a volatile solvent; or

(e) any other method authorized by the division pursuant to subsection (2).

(2) To request authorization from the division to conduct cannabis extraction using a method other than those specified in paragraphs (a) – (d) of subsection (a), the applicant or licensee shall submit a detailed description of the extraction method, including any documentation that validates the method and any safety procedures to be utilized to mitigate any risk to public or worker health and safety.

(3) Extraction equipment shall be used and operated in accordance with its intended manufacturer use and design.

C. Volatile Solvent Extractions: Chemical extractions using volatile solvents shall be subject to the following requirements:

(1) hydrocarbon-based solvents shall be at least 99 percent purity;

(2) ethyl alcohol must be food grade, and non-denatured in composition;

(3) all extractions shall be performed in a closed loop extraction system as described in subsection I of 16.8.2.34 NMAC; and

(4) Manufacturers shall not use ignition sources including but not limited to a heat gun or any open flame source next to extraction equipment that utilizes volatile solvents, including in rooms designated solely for extraction or in areas that contain or uses flammable liquids and gasses.

I. Closed-Loop Extraction System Requirements:

(1) Chemical extractions using CO2 or a volatile solvent shall be conducted in a professional closed loop extraction system. The system shall be commercially manufactured and bear a permanently affixed and visible serial number. The system shall be certified by a licensed engineer that the system was commercially manufactured, safe for its intended use, and built to codes of recognized and generally accepted good engineering practices, or listed, or approved by a nationally recognized testing laboratory.

(2) The certification document must contain the signature and stamp of a professional engineer and the serial number of the extraction unit being certified.

(3) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for use by the local fire code official and meet any required fire, safety, and building code requirements specified in:

(a) National Fire Protection Association (NFPA) standards;

(b) International Building Code (IBC);

(c) International Fire Code (IFC); or

(d) Other applicable standards including all applicable fire, safety, and building codes related to the processing, handling and storage of the applicable solvent or gas.

[16.8.2.34 NMAC – N/E, 09/08/2021]

16.8.2.35 SEVERABILITY: If any part or application of this rule is held to be invalid, the remainder or its application to other situations or persons shall not be affected. Any section of this rule legally severed shall not interfere with the remaining protections and duties provided by this rule.

[16.8.2.35 NMAC – N 08/22/2021; Rn/E, 09/08/2021]

TITLE 16 OCCUPATIONAL AND PROFESSIONAL LICENSING
CHAPTER 8 COMMERCIAL AND MEDICAL CANNABIS
PART 8 CANNABIS PLANT LIMITS AND PROCESS TO ADDRESS SHORTAGE OF CANNABIS SUPPLY IN THE MEDICAL CANNABIS PROGRAM

16.8.8.1 ISSUING AGENCY: New Mexico Regulation and Licensing Department, Cannabis Control Division.
[16.8.8.1 NMAC - N, 08/24/2021]

16.8.8.2 SCOPE: This rule applies to all persons licensed or seeking to be licensed to produce, manufacture, and sell cannabis pursuant to the Cannabis Regulation Act.
[16.8.8.2 NMAC - N, 08/24/2021]

16.8.8.3 STATUTORY AUTHORITY: The requirements set forth herein are promulgated by the cannabis control division pursuant to the authority granted under the Cannabis Regulation Act, and the Lynn and Erin Compassionate Use Act.
[16.8.8.3 NMAC - N, 08/24/2021]

16.8.8.4 DURATION: Permanent.
[16.8.8.4 NMAC - N, 08/24/2021]

16.8.8.5 EFFECTIVE DATE: August 24, 2021, unless a different date is cited at the end of a section.
[16.8.8.5 NMAC - N, 08/24/2021]

16.8.8.6 OBJECTIVE: The objective of Part 8 is to establish the limit of mature cannabis plants a licensee is authorized to cultivate pursuant to the Cannabis Regulation Act.
[16.8.8.6 NMAC - N, 08/24/2021]

16.8.8.7 DEFINITIONS: Unless otherwise defined in Title 16, Chapter 8, Part 1, terms used in Title 16, Chapter 8, have the same meanings as set forth in the Cannabis Regulation Act and the licensing authority under the Lynn and Erin Compassionate Use Act.
[16.8.8.7 NMAC - N, 08/24/2021]

16.8.8.8 GENERAL PROVISIONS FOR PLANT COUNT:

A. Cannabis plant growth cycle: For purposes of this rule, the cannabis plant growth cycle is based on the following four stages:

(1) germination stage includes a seed sprouting to form a seedling;

(2) seedling stage includes a shoot emerging from the soil surface, eventually forming the first leaves;

(3) vegetative stage is the period of growth between germination and the beginning of flowering, including cloned cannabis plants; and

(4) flowering stage is the reproductive state of the cannabis plant in which there are physical signs of flower budding out of the nodes in the stem.

B. Mature cannabis plant: For purposes of this rule, a mature cannabis plant shall be a female cannabis plant in the flowering stage.
[16.8.8.8 NMAC - N, 08/24/2021]

16.8.8.9 CANNABIS PLANT LIMIT TIER LEVELS:

A. Initial license designation: For the purpose of determining the number of mature cannabis plants a licensee may be allocated to cultivate, all cannabis producer and vertically integrated cannabis establishment licenses issued on or after August 15, 2021, will be designated by the division as a level 1, level 2, level 3, or level 4. Cannabis plant count level placement shall be based on the following factors:

(1) applicant's requested mature cannabis plant limit level;

(2) applicant's demonstration of a legal right to use the quantity of water needed for the level of mature cannabis plants cultivated based on the applicant's cannabis cultivation plan;

(3) applicant's facility diagram and canopy size;

(4) if applicable, whether the applicant's reported number of mature cannabis plants harvested in the preceding six months was a minimum of eighty percent of applicant's authorized mature plant count limit;

(5) if applicable, whether the applicant's total cannabis sales were a minimum of seventy-five percent of applicant's reported production of cannabis during the six months preceding applicant's request; and

(6) applicant's social equity plan, including race, ethnicity, gender, age, and residential status of licensee, controlling persons and employees of applicant and whether the applicant, controlling persons, employees or the locations where the cannabis products are produced are located in an underserved rural community, including tribal, acequia, land grant-merced, federally designated opportunity zone, or other rural historic communities.

B. Designated mature cannabis plant levels:

(1) Level 1: 201 – 1,000 mature cannabis plants;

(2) Level 2: 1,001 – 3,000 mature cannabis plants;

(3) Level 3: 3,001 – 6,000 mature cannabis plants; or

(4) Level 4: 6,001 – 8,000 mature cannabis plants.

C. Incremental increase: A licensee may increase the number of mature cannabis plants, at the time of renewal and one other time per year. An authorized mature cannabis plant count increase shall only be approved in increments of 500 mature cannabis plants.

D. Limit of incremental increase: A licensee may be allowed to increase its authorized mature cannabis plant count up to four increments at a time upon application and approval by the division.

E. Immature Plants: For purposes of calculating the maximum number of authorized mature cannabis plants, the germination, seedling, and vegetative stages are classified as immature cannabis plants and are excluded from a licensees approved cannabis plant level.

F. Maximum cannabis plant count: In no event shall a licensee be permitted to grow more than 10,000 mature cannabis plants at one time.

[16.8.8.9 NMAC - N, 08/24/2021]

16.8.8.10 PLANT INCREASE REQUEST:

A. A licensee may request an increase of the number of mature plants licensed at the time of renewal and at one other time per year. To be considered for approval by the division, the licensee shall provide, in addition to required fees set forth in 16.8.11 NMAC, the following information to demonstrate the licensee's capacity for a mature cannabis plant count increase, licensee's compliance with the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, and division rules:

(1) a current inventory of mature cannabis plants and harvested cannabis;

(2) applicant's demonstration of a legal right to use the quantity of water needed for the level of mature plants to be cultivated based on the applicant's cultivation plan;

(3) applicant's facility diagram and canopy size;

(4) applicant's reported number of plants harvested in the preceding three months;

(5) applicant's medical cannabis and commercial cannabis sales in the preceding three months;

(6) applicant's total cannabis sales; and

(7) progress on implementation of applicant's social equity plan, including race, ethnicity, gender, age, and residential status of licensee, controlling persons and employees of applicant and whether the applicant, controlling persons, employees or the locations where the cannabis products are produced are located in an underserved rural community, including tribal, acequia, land grant-merced, or other rural historic communities.

B. The division shall make a determination to approve or deny a licensee's request to increase mature cannabis plant count based on the information provided and the following factors:

(1) the licensee has met the required minimum sale of medical cannabis each month for the last 3 months it has operated;

(2) the licensee has sold at least eighty percent of its cannabis or cannabis products each month for the last 3 months it has operated;

(3) the existence of any pending or final enforcement action taken by the division against the licensee;

(4) whether there is a shortage of cannabis in the medical cannabis program during the most recent 6-month period, including throughout the state and in underserved geographical regions;

(5) whether the licensee's cultivation plan to increase mature cannabis plants meets the requirements for licensure, including access to water and water usage; and

(6) the completeness of information and data provided to the division.

C. Ground for Denial: The division may deny a request for additional mature cannabis plants based on the information provided or for violating the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules, including the licensee exceeding its authorized mature cannabis plant count during the prior three-month period.

[16.8.8.10 NMAC - N, 08/24/2021]

16.8.8.11 ADDRESSING A SHORTAGE OF MEDICAL CANNABIS:

A. Upon the division allowing commercial cannabis retail sales, cannabis retail establishments shall make reasonable efforts to sell a minimum of twenty-five percent of their monthly cannabis sales to qualified patients, primary caregivers, and reciprocal participants, or to other licensed cannabis retail establishments that meet or exceed the twenty-five percent sales to qualified patients, primary caregivers, and reciprocal participants until December 31, 2022.

B. Upon the division allowing commercial cannabis retail sales, licensed cannabis producers, including cannabis producer microbusinesses, vertically integrated cannabis establishments, and integrated cannabis microbusinesses, and cannabis manufactures shall make reasonable effort to sell wholesale to licensed cannabis retail establishments that meet or exceed the twenty-five percent sales to qualified patients, primary caregivers and reciprocal participants until December 31, 2022.

C. After December 31, 2022, the division may take the following measure to address a shortage of cannabis supply in the medical cannabis program:

(1) require all licensed cannabis retail establishments to ensure that at least ten percent of their cannabis and cannabis products in stock on a monthly basis is designated for sale to qualified patients, primary caregivers, and reciprocal participants; or

(2) reduce the per plant fee for designated medical cannabis plants to incentivize increased production of cannabis plants to remedy a shortage of cannabis supply in the medical cannabis program; and

(3) after having first exhausted measures to increase production of cannabis plants, the division may exclude commercial cannabis activity from the scope of new licenses issued to initial applicants for a vertically integrated cannabis establishment, cannabis producer, integrated cannabis microbusiness, cannabis producer microbusiness, or cannabis manufacturer license, which limitation shall be in force for a period of at least six months; and

(4) require licensees who are licensed to produce cannabis to produce a specified quota of mature cannabis plants to be designated for use in the medical cannabis program, provided that:

(a) the division may require a licensee to devote no more than twenty-five percent of the licensee's cultivated cannabis plants on a monthly basis for use in the medical cannabis program; and

(b) the division may require additional specific tracking of cannabis plants.

[16.8.8.11 NMAC - N, 08/24/2021]

16.8.8.12 SEVERABILITY: If any part or application of this rule is held to be invalid, the remainder or its application to other situations or persons shall not be affected. Any section of this rule legally severed shall not interfere with the remaining protections and duties provided by this rule.

[16.8.8.12 NMAC - N, 08/24/2021]

History of 16.8.8 NMAC: [RESERVED]

TITLE 16 OCCUPATIONAL AND PROFESSIONAL LICENSING
CHAPTER 8 COMMERCIAL AND MEDICAL CANNABIS
PART 11 FEES

16.8.11.1 ISSUING AGENCY: New Mexico Regulation and Licensing Department, Cannabis Control Division.
[16.8.11.1 NMAC - N, 08/24/2021]

16.8.11.2 SCOPE: This rule applies to all applicants and licensees applying for licensure and renewal of licensure under all license types as set forth in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act.
[16.8.11.2 NMAC - N, 08/24/2021]

16.8.11.3 STATUTORY AUTHORITY: The requirements set forth herein are promulgated by the cannabis control division pursuant to the authority granted under the Cannabis Regulation Act and the licensing provisions of the Lynn and Erin Compassionate Use Act.
[16.8.11.3 NMAC - N, 08/24/2021]

16.8.11.4 DURATION: Permanent.
[16.8.11.4 NMAC - N, 08/24/2021]

16.8.11.5 EFFECTIVE DATE: August 24, 2021, unless a later date is cited at the end of a section.
[16.8.11.5 NMAC - N, 08/24/2021]

16.8.11.6 OBJECTIVE: The objective of Part 11 is to establish a uniform schedule of fees applicable to licenses issued under the Cannabis Regulation Act.
[16.8.11.6 NMAC - N, 08/24/2021]

16.8.11.7 DEFINITIONS: Unless otherwise defined below, terms used in Title 16, Chapter 8, Part 1, have the same meanings as set forth in 16.8.1 NMAC, the Cannabis Regulation Act, and the Lynn and Erin Compassionate Use Act.
[16.8.11.7 NMAC - N, 08/24/2021]

16.8.11.8 GENERAL PROVISIONS FOR FEES: [RESERVED]
[16.8.11.8 NMAC - N, 08/24/2021]

16.8.11.9 ANNUAL LICENSING FEES: Every application for the issuance or renewal of the following licenses shall be accompanied by an annual licensing fee in the following specified amounts:

A.	**Cannabis courier license:**	$250 annually
	Each additional licensed premises of the licensee:	$100 annually
B.	**Cannabis testing laboratory license:**	$2,500 annually
	Each additional licensed premises of the licensee:	$1,000 annually
C.	**Cannabis manufacturer license:**	$2,500 annually
	Each additional licensed premises of the licensee:	$1,000 annually
D.	**Cannabis producer license:**	$2,500 annually
	Each additional licensed premises of the licensee:	$1,000 annually
E.	**Cannabis retailer license:**	$2,500 annually
	Each additional licensed premises of the licensee:	$1,000 annually
F.	**Cannabis research laboratory license:**	$2,500 annually
	Each additional licensed premises of the licensee:	$1,000 annually
G.	**Vertically integrated cannabis establishment license:**	$7,500 annually
	Each additional licensed premises of the licensee:	$1,000 annually

H. Cannabis producer microbusiness license: License fees for cannabis producer microbusinesses

shall be determined by the number of plants growing under each license.

(1) Licensees growing 100 plants or less: $500 annually

(2) Licensees growing 101 to 200 plants: $1,000 annually

I. Integrated cannabis microbusiness license: License fees for integrated cannabis microbusinesses shall be determined by the number of activities conducted under each license. Activities considered are defined by the Cannabis Regulation Act and entail:

(1) production of cannabis at a single licensed premises, provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

(2) manufacture of cannabis products at a single licensed premises;

(3) sale and transportation of only cannabis products produced or manufactured by that person;

(4) operation of only one retail establishment; or

(5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

(a) Two activities: $1,000 annually

(b) Three activities: $1,500 annually

(c) Four activities: $2,000 annually

(d) Five activities $2,500 annually

J. Cannabis consumption area: $2,500 annually

[16.8.11.9 NMAC - N, 08/24/2021]

16.8.11.10 ANNUAL LICENSING FEE PRORATION: Licensees submitting an amended application to add or change a license type shall only be required to pay the difference between the fee for the original license type and the fee for the amended license type, provided that the division will not issue any refunds. The division shall prorate the fee to align with the expiration date of the licensee's original license.
[16.8.11.10 NMAC - N, 08/24/2021]

16.8.11.11 ANNUAL PER PLANT FEE:

A. Commercial cannabis plants: Except for cannabis producer microbusinesses and integrated cannabis microbusinesses, a licensee cultivating commercial cannabis plants shall be assessed an additional annual fee per mature cannabis plant at the time of licensing, incremental increase as set forth in 16.8.8.10 NMAC, and licensure renewal as set forth in 16.8.2.17 NMAC. Plant fee shall be accessed based on the plant limit license designation as set forth in subparagraph A in 16.8.8.9 NMAC, as follows:

(1) Level 1: $10.00 per mature cannabis plant;

(2) Level 2: $10.00 per mature cannabis plant;

(3) Level 3: $10.00 per mature cannabis plant; and

(4) Level 4 and above: $10.00 per mature cannabis plant.

B. Medical cannabis plants: Except for cannabis producer microbusinesses and integrated cannabis microbusinesses, a licensee cultivating solely medical cannabis plants shall be assessed an additional annual fee per mature cannabis plant at the time of licensing, incremental increase as set forth in 16.8.8.10 NMAC, and licensure renewal as set forth in 16.8.2.17 NMAC. Plant fees shall be accessed based on the plant limit license designation as set forth in subparagraph A in 16.8.8.9 NMAC, as follows:

(1) Level 1: $5.00 per mature cannabis plant;

(2) Level 2: $5.00 per mature cannabis plant;

(3) Level 3: $5.00 per mature cannabis plant; and

(4) Level 4 and above: $5.00 per mature cannabis plant.

[16.8.11.11 NMAC - N, 08/24/2021]

16.8.11.12 FEE LIMITATIONS: Application, license, premises and plant fees, or license renewal, premises renewal and annual plant fees shall not exceed $125,000 for a vertically integrated cannabis establishment license for both medical cannabis activity and commercial cannabis activity. License fees or renewal fees for a license that authorizes only medical cannabis activity shall be one-half the fee applicable to a license authorizing both medical cannabis activity and commercial cannabis activity.
[16.8.11.12 NMAC - N, 08/24/2021]

16.8.11.13 PROHIBITED ACTIVITY AND IMPACTS ON FEES: Cannabis producer microbusiness or

integrated cannabis microbusinesses entering into a business arrangement with another licensee with the purpose or having the effect of evading the limitations of the licensee's license shall not be eligible for the lower fee prescribed in Subsections H and I of 16.8.11.9 NMAC. Upon entering into such an arrangement, the licensees shall immediately pay the per-plant fee as set forth in 16.8.11.11 NMAC and the applicable fee for a producer license or vertically integrated cannabis establishment license as set forth in 16.8.11.9 NMAC.
[16.8.11.13 NMAC - N, 08/24/2021]

16.8.11.14 FEE PAYMENT TYPES ACCEPTED: The division shall accept payment for annual licensing fees and annual per plant fees from sources including credit cards, debit cards, electronic checks, electronic bank transfers, automated clearing house payments, or cashier's checks. Other forms of payment, including cash, shall not be accepted.
[16.8.11.14 NMAC - N, 08/24/2021]

16.8.11.15 RENEWAL FEE COLLECTION TIMING: The division shall collect all renewal fees, including annual per plant fees, at the time of renewal of a license.
[16.8.11.15 NMAC - N, 08/24/2021]

16.8.11.16 SEVERABILITY: If any part or application of this rule is held to be invalid, the remainder or its application to other situations or persons shall not be affected. Any section of this rule legally severed shall not interfere with the remaining protections and duties provided by this rule.
[16.8.11.16 NMAC - N, 08/24/2021]

History of 16.8.11 NMAC: [RESERVED]

RECEIVED
21 APR 12 PM 1:46
OFFICE OF
SECRETARY OF STATE

State of New Mexico

Michelle Lujan Grisham
Governor

April 12, 2021

HOUSE EXECUTIVE MESSAGE NO. 3

The Honorable Brian Egolf, Jr., Speaker of the House and
Members of the House of Representatives
State Capitol Building
Santa Fe, NM 87501

Honorable Speaker Egolf and Members of the House:

I have this day SIGNED:

HOUSE BILL 2, as amended with certificate of correction

enacted by the Fifty-Fifth Legislature, First Special Session, 2021.

Respectfully yours,

Michelle Lujan Grisham

Michelle Lujan Grisham
Governor

RECEIVED FROM THE OFFICE OF THE GOVERNOR

Time: 1:46 a.m. p.m.
Date: 4/12 2021 By _____
Secretary of State

Time: _____ a.m. p.m.
Date: _____ 2021 By _____
Chief Clerk of the House

The Legislature

of the

State of New Mexico

55th **Legislature**, 1st Special **Session**

LAWS 2021

CHAPTER 4

HOUSE BILL 2, as amended

with certificate of correction

Introduced by

REPRESENTATIVE JAVIER I. MARTINEZ
REPRESENTATIVE ANDREA D. ROMERO
REPRESENTATIVE DEBORAH A. ARMSTRONG
SENATOR KATY M. DUHIGG
SENATOR LINDA M. LOPEZ

State of New Mexico
House of Representatives
OFFICE of the CHIEF CLERK
Santa Fé

LISA M. ORTIZ McCUTCHEON
Chief Clerk

State Capitol, Room 100
Santa Fe, NM 87501
Business Phone: (505) 986-4751
Email: lisa.ortiz@nmlegis.gov

FIFTY-FIFTH LEGISLATURE
FIRST SPECIAL SESSION, 2021

April 2, 2021

CERTIFICATE OF CORRECTION

I certify that the following errors were found in

HOUSE BILL 2, as amended

and have been corrected in enrolling and engrossing:

1. On page 3, line 23, of the original bill, delete the comma after "caregivers" and insert "or". Correction is on page 3, line 14, of he enrolled and engrossed bill.

2. On page 5, line 20, of the original bill, delete the comma after "caregivers" and insert "or". Correction is on page 5, lines 11 and 12 the enrolled and engrossed bill.

3. On page 9, line 7 of the original bill, delete the comma after "caregivers" and insert "or". Correction is on page 8, line 24, of the enrolled and engrossed bill.

4. On page 11, line 13, of the original bill delete the comma after "caregivers" and insert "and". Correction is on page 11, line 6, of the enrolled and engrossed bill.

5. On page 57, line 17, of the original bill insert "of" after "years". Correction is on page 58, line 22, of the enrolled and engrossed bill.

6. On page 59, line 1, of the original bill insert "a" after "of". Correction is on page 60, line 7, of the enrolled and engrossed bill.

7. On page 145, line 21, of the original bill, insert a comma

State of New Mexico
House of Representatives
OFFICE of the CHIEF CLERK
Santa Fé

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after "means". Correction is on page 140, line 11 of the enrolled and engrossed bill.

8. On page 163, line 7, delete the colon after "respect to". Correction is on page 156, line 11, of the enrolled and engrossed bill.

Respectfully submitted,

Lisa M. Ortiz McCutcheon

LISA M. ORTIZ McCUTCHEON, CHIEF CLERK
HOUSE OF REPRESENTATIVES

CHAPTER 4

AN ACT

RELATING TO CANNABIS; ENACTING THE CANNABIS REGULATION ACT; CREATING THE CANNABIS CONTROL DIVISION OF THE REGULATION AND LICENSING DEPARTMENT; PROVIDING POWERS AND DUTIES; SETTING LIMITATIONS ON SALES AND PURCHASES OF CANNABIS; PROVIDING FOR LICENSURE AND PERMITTING; TRANSFERRING LICENSING AUTHORITY UNDER THE LYNN AND ERIN COMPASSIONATE USE ACT TO THE CANNABIS CONTROL DIVISION; CREATING THE CANNABIS REGULATORY ADVISORY COMMITTEE; CREATING A FUND; AUTHORIZING THE REGULATION AND LICENSING DEPARTMENT TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH INDIAN NATIONS, TRIBES AND PUEBLOS; REQUIRING TRAINING FOR PERMITTEES; ENACTING THE CANNABIS TAX ACT; DISTRIBUTING A PORTION OF THE CANNABIS EXCISE TAX TO MUNICIPALITIES AND COUNTIES; REQUIRING REPORTING; PRESCRIBING PENALTIES; AMENDING, REPEALING AND ENACTING SECTIONS OF THE NMSA 1978.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. SHORT TITLE.--Sections 1 through 42 of this act may be cited as the "Cannabis Regulation Act".

SECTION 2. DEFINITIONS.--As used in the Cannabis Regulation Act:

A. "advertisement":

(1) means a statement or a depiction that is intended to induce the purchase of cannabis products and that

is displayed in printed material or on a sign or other outdoor display or presented in a radio, television or other media broadcast or in digital media; and

(2) does not include:

(a) a sign or outdoor display or other statement permanently affixed to a licensed premises that is intended to induce the sale of a cannabis product produced or sold on the premises;

(b) a label affixed to a cannabis product or the covering, wrapper or container of a cannabis product; or

(c) an editorial or other material printed in a publication when the publication of the editorial or material was not paid for by a licensee and was not intended to promote the sale of cannabis products by a particular brand or company;

B. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink or another product;

C. "cannabis consumption area" means an area where cannabis products may be served and consumed;

D. "cannabis courier" means a person that transports cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

E. "cannabis establishment" means:

(1) a cannabis testing laboratory;

(2) a cannabis manufacturer;

(3) a cannabis producer;

(4) a cannabis retailer;

(5) a cannabis research laboratory;

(6) a vertically integrated cannabis establishment;

(7) a cannabis producer microbusiness; or

(8) an integrated cannabis microbusiness;

F. "cannabis extract":

(1) means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

G. "cannabis flowers" means only the flowers of a cannabis plant;

H. "cannabis manufacturer" means a person that:

(1) manufactures cannabis products;

(2) packages cannabis products;

(3) has cannabis products tested by a cannabis testing laboratory; or

(4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments;

I. "cannabis producer" means a person that:

(1) cultivates cannabis plants;

(2) has unprocessed cannabis products tested by a cannabis testing laboratory;

(3) transports unprocessed cannabis products only to other cannabis establishments; or

(4) sells cannabis products wholesale;

J. "cannabis producer microbusiness" means a cannabis producer at a single licensed premises that

possesses no more than two hundred total mature cannabis plants at any one time;

K. "cannabis product" means a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients;

L. "cannabis research laboratory" means a facility that produces or possesses cannabis products and all parts of the plant genus Cannabis for the purpose of studying cannabis cultivation, characteristics or uses;

M. "cannabis retailer" means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

N. "cannabis server permit" means an authorization that allows a person to directly offer, sell or serve cannabis or cannabis products as part of commercial cannabis activity in a cannabis consumption area;

O. "cannabis server permit education provider" means a person that provides cannabis server education courses and examinations;

P. "cannabis testing laboratory" means a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing;

Q. "cannabis training and education program" means a practical or academic curriculum offered by a New Mexico public post-secondary educational institution designed to

prepare students for participation in the cannabis industry;

R. "commercial cannabis activity":

(1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale or consignment of cannabis products; and

(2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis;

S. "consumer" means a person twenty-one years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale;

T. "contaminant" means pesticides and other foreign material, such as hair, insects or other similar adulterants, in harvested cannabis;

U. "controlling person":

(1) means a person that controls a financial or voting interest of ten percent or more of, or an officer or board member of, a cannabis establishment; and

(2) does not include a bank or licensed lending institution;

V. "cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis;

W. "department" means the regulation and licensing department;

X. "director" means the director of the division;

Y. "division" means the cannabis control division of the department;

Z. "dry weight basis", when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant;

AA. "facility" means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products;

BB. "financial consideration" means value that is given or received, directly or indirectly, through sales, barter, trade, fees, charges, dues, contributions or donations;

CC. "homegrown" or "homemade" means grown or made for purposes that are not dependent or conditioned upon the provision or receipt of financial consideration;

DD. "household" means a housing unit and includes any place in or around the housing unit at which an occupant of the housing unit produces, manufactures, keeps or stores homegrown cannabis or homemade cannabis products;

EE. "immature cannabis plant" means a cannabis plant that has no observable flowers or buds;

FF. "industry standards" means the prevailing customary standards of business practice in the cannabis industry in jurisdictions within the United States;

GG. "integrated cannabis microbusiness" means a person that is authorized to conduct one or more of the following:

(1) production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

(2) manufacture of cannabis products at a single licensed premises;

(3) sales and transportation of only cannabis products produced or manufactured by that person;

(4) operation of only one retail establishment; and

(5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

HH. "licensed premises" means a location that includes:

(1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms;

(2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale sale or retail sale of cannabis products; and

(3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy;

II. "local jurisdiction" means a municipality, home rule municipality or county;

JJ. "manufacture" means to compound, blend, extract, infuse, package or otherwise prepare a cannabis product;

KK. "medical cannabis" means cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act;

LL. "medical cannabis program" means the program created pursuant to the Lynn and Erin Compassionate Use Act;

MM. "medical cannabis registry" means the system

by which the department of health approves or denies applications and issues and renews registry identification cards for qualified patients;

NN. "primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who is responsible for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act;

OO. "public place" means a place to which the general public has access and includes hallways, lobbies and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation;

PP. "qualified patient" means a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act;

QQ. "reciprocal participant" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a

governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

RR. "retail establishment" means a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers;

SS. "superintendent" means the superintendent of regulation and licensing;

TT. "unprocessed" means unaltered from an original, raw or natural state; and

UU. "vertically integrated cannabis establishment" means a person that is authorized to act as any of the following:

(1) a cannabis courier;

(2) a cannabis manufacturer;

(3) a cannabis producer; and

(4) a cannabis retailer.

SECTION 3. DIVISION--POWERS AND DUTIES--RULEMAKING--ADVISORY COMMITTEE CREATED--MEMBERSHIP--DUTIES.--

A. The "cannabis control division" is created in the department to administer the Cannabis Regulation Act and the licensing provisions of the Lynn and Erin Compassionate Use Act and rules promulgated in accordance with those acts. Rules shall be adopted and promulgated as provided in the

State Rules Act.

B. No later than January 1, 2022, the division shall promulgate rules that are consistent with industry standards necessary for the division to carry out its duties pursuant to the Cannabis Regulation Act as follows:

(1) qualifications and procedures for licensure; provided that qualifications shall be directly and demonstrably related to the operation of the applicable cannabis establishment;

(2) security requirements for a cannabis establishment;

(3) requirements related to:

(a) inspection and monitoring of a cannabis establishment;

(b) a cannabis establishment's recordkeeping and tracking of cannabis from seed until sale;

(c) prevention of the sale or diversion of cannabis products in commercial cannabis activity to a person under the age of twenty-one;

(d) labeling of cannabis products packaged, sold or distributed by a cannabis establishment; and

(e) language for labels of cannabis products regarding potential adverse effects;

(4) rules providing that:

(a) a person who is twenty-one years old or older shall not purchase more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis at one time; and

(b) as to commercial cannabis activity: 1) a consumer shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis outside the consumer's private residence; 2) any cannabis in excess of the amounts described in Item 1) of this subparagraph shall be stored in the person's residence and shall not be visible from a public place; and 3) the division shall not limit the amount of tetrahydrocannabinol concentration in a cannabis product; provided that the division may adopt requirements for apportionment and packaging of cannabis products;

(5) rules on advertising and marketing of cannabis products;

(6) rules on how a licensee may display cannabis products for sale;

(7) procedures that promote and encourage full participation in the cannabis industry governed by the Cannabis Regulation Act by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy, rural communities likely to be impacted by cannabis

production and agricultural producers from economically disadvantaged communities;

(8) procedures that promote and encourage racial, ethnic, gender and geographic diversity and New Mexico residency among license applicants, licensees and cannabis industry employees;

(9) rules for a certification process to identify cannabis products for consumers from integrated cannabis microbusinesses or cannabis producer microbusinesses or owned by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy and underserved communities that include tribal, acequia, land grant-merced and other rural historic communities;

(10) in consultation with the economic development department, development of a technical assistance resource guide for rural New Mexico residents who are seeking to establish vertically integrated cannabis establishments, cannabis producer microbusinesses or integrated cannabis microbusinesses;

(11) in consultation with the department of environment, rules to establish:

(a) health and safety standards applicable to the research, production and manufacture of cannabis products;

(b) standards for food and product safety applicable to cannabis products; and

(c) which additives are approved for and prohibited from inclusion in cannabis products; provided that nicotine shall be prohibited;

(12) in consultation with the New Mexico department of agriculture and the department of environment, rules to establish standards for quality control, inspection and testing of cannabis products for potency and contaminants, except for cannabis produced or harvested for research purposes and not for ingestion; provided that all such rules and standards shall be consistent with the rules and standards for testing of medical cannabis products; and

(13) in consultation with the state fire marshal's office of the homeland security and emergency management department, rules with regard to health and safety.

C. No later than January 1, 2022, the division shall promulgate rules that are consistent with industry standards relating to cannabis training and education programs, including:

(1) qualifications and procedures for licensure; and

(2) physical security, cybersecurity and, if applicable, security of information collected under the

federal Health Insurance Portability and Accountability Act of 1996 requirements.

D. No later than January 1, 2022, the division shall promulgate rules in consultation with the New Mexico department of agriculture, the department of environment and the office of the state engineer to establish:

(1) environmental protections; and

(2) protocols to ensure licensees' compliance with state and local laws and ordinances governing food and product safety, occupational health and safety, environmental impacts, natural resource protection, water use and quality, water supply, hazardous materials, pesticide use and wastewater discharge.

E. No later than January 1, 2022, the division shall adopt rules in consultation with the department of health to establish standards and determinations on requirements for reserving cannabis products for sale to qualified patients, primary caregivers and reciprocal participants.

F. The division shall collect and publish annually on the division's website, and present to the appropriate interim committee of the legislature, a report describing demographic data on license applicants, controlling persons and employees of cannabis establishments, including race, ethnicity, gender, age, residential status and whether the

applicants, persons, employees or the locations where the cannabis products are produced, manufactured, sold, tested or researched are located in an underserved rural community, including tribal, acequia, land grant-merced or other rural historic communities.

G. The "cannabis regulatory advisory committee" shall be created no later than September 1, 2021. The committee shall advise the division on the development of rules pursuant to the Cannabis Regulation Act, including best practices and the promotion of economic and cultural diversity in licensing and employment opportunities and protection of public health and safety while ensuring a regulated environment for commercial cannabis activity that does not impose unreasonable barriers that would perpetuate, rather than reduce and eliminate, the illicit market for cannabis. A person appointed to the cannabis regulatory advisory committee shall not hold any ownership interest or investment in a licensed person pursuant to the Cannabis Regulation Act; provided that the superintendent may appoint a person who holds an ownership interest in a licensed person as a nonvoting member. The committee shall consist of the following members:

(1) the chief public defender or the chief public defender's designee;

(2) a district attorney appointed by the New

Mexico district attorney association;

(3) a municipal police chief appointed by the New Mexico association of chiefs of police;

(4) a county sheriff appointed by the executive director of the New Mexico association of counties; and

(5) one member for each of the following groups or professional qualifications, appointed by the superintendent:

(a) a cannabis policy advocacy organization;

(b) a labor organization;

(c) a qualified patient;

(d) a state or local agency with relevant expertise as the director and the superintendent deem appropriate;

(e) an Indian nation, tribe or pueblo with relevant expertise as the director and the superintendent deem appropriate;

(f) expertise in public health;

(g) expertise in regulating commercial activity for adult-use intoxicating substances;

(h) expertise and experience in cannabis laboratory science;

(i) expertise in environmental science;

(j) expertise in small business development;

(k) expertise in water resources;

(l) expertise in other relevant areas as the director and the superintendent deem appropriate; and

(m) previous experience as a cannabis retailer, cannabis producer or cannabis manufacturer and who is a nonvoting member.

H. The cannabis regulatory advisory committee shall elect from among its members a chair and such other officers as it deems necessary. The committee shall meet at the call of the chair, the director or the superintendent. A majority of members currently serving constitutes a quorum for the conduct of business. Members shall serve at the pleasure of the superintendent.

I. Public voting members of the cannabis regulatory advisory committee are entitled to receive per diem and mileage as provided for state employees pursuant to the Per Diem and Mileage Act and shall receive no other compensation, perquisite or allowance.

J. The division shall:

(1) monitor the supply and demand of cannabis products produced in New Mexico by licensees and present annually to the appropriate interim committee of the legislature the impacts of supply on illicit cannabis

products markets and adequate supply of cannabis products for qualified patients and reciprocal participants;

(2) request the department of public safety to enforce the provisions of the Cannabis Regulation Act as deemed necessary; and

(3) undertake studies and conduct courses of instruction for division employees that will improve the operations of the division and advance its purposes.

SECTION 4. DEPARTMENT OF HEALTH--DUTIES--PUBLIC HEALTH AND SAFETY ADVISORY COMMITTEE.--

A. The department of health shall monitor emerging scientific and medical information relevant to the health effects associated with the use of cannabis products and shall monitor changes in cannabis product use, opioid use and alcohol use patterns for children and adults within the state, broken down by county, race and ethnicity.

B. No later than September 1, 2021, the secretary of health shall appoint a "public health and safety advisory committee" composed of no more than fifteen professionals with expertise related to cannabis products through work, training or research in public health, epidemiology, medicine, medical toxicology, poison control, road safety, occupational safety, environmental safety and emergency medicine.

C. Beginning December 1, 2024, the public health

and safety advisory committee shall provide to the legislature, and the department of health shall publish on its website, an annual report on the health effects of legalizing cannabis products for adult use. The report shall include the following elements relating to cannabis product use and, as applicable, the demographics of persons who are the subject of an element:

(1) child access;

(2) road safety and driving while impaired;

(3) workplace safety;

(4) the percentage of emergency room visits and outcomes;

(5) educational needs for children and adults;

(6) consumer and product safety;

(7) the percentage of poison control center calls; and

(8) the impact of cannabis use on rates of alcohol, opioid and other substance abuse.

D. In consultation with qualified patients and primary caregivers, the department of health shall publish an annual assessment report that shall include at a minimum an evaluation of the affordability and accessibility of medical cannabis.

E. Public members of the public health and safety

advisory committee are entitled to per diem and mileage as provided for state employees pursuant to the Per Diem and Mileage Act and shall receive no other compensation, perquisite or allowance.

SECTION 5. DEPARTMENT OF HEALTH--DUTIES--TRANSFER OF LICENSING DUTIES.--Except for administration of the medical cannabis registry, the power, duty and authority of the department of health related to the medical cannabis program shall be transferred to the division on the effective date of the Cannabis Regulation Act.

SECTION 6. LICENSING CANNABIS ACTIVITIES--LIMITATIONS--MEDICAL CANNABIS LEGACY LICENSING--CANNABIS SHORTAGE FOR MEDICAL PROGRAM.--

A. The division shall regulate and administer and may collect fees in connection with the administration of:

(1) commercial cannabis activity and licensing related to commercial cannabis activity;

(2) the medical cannabis program, except for the medical cannabis registry; and

(3) all aspects of cannabis relating to cannabis training and education programs.

B. The division shall follow the provisions of the Uniform Licensing Act when licensing or permitting the following:

(1) cannabis consumption areas;

(2) cannabis couriers;

(3) cannabis manufacturers;

(4) cannabis producer microbusinesses;

(5) cannabis producers;

(6) cannabis research laboratories;

(7) cannabis retailers;

(8) cannabis servers;

(9) cannabis testing laboratories;

(10) cannabis training and education programs;

(11) integrated cannabis microbusinesses; and

(12) vertically integrated cannabis establishments.

C. The division shall include a clear designation on all licenses and permits that indicates whether the license or permit is for medical cannabis activity, commercial cannabis activity or both or for cannabis training and education programs.

D. The division shall issue a license to a cannabis retailer applicant at a discount if the applicant provides documentation of an agreement to accept cannabis products on consignment from a cannabis producer microbusiness or an integrated cannabis microbusiness licensed pursuant the Cannabis Regulation Act.

E. A license is valid for twelve months from the date the license is issued and may be renewed annually, except that a license issued for a cannabis training and education program is valid until terminated by the licensee or suspended or revoked by the division.

F. The director shall not renew a license issued pursuant to the provisions of the Cannabis Regulation Act until the director receives notification from the secretary of taxation and revenue or the secretary's designee that on a certain date:

(1) the licensee is not a delinquent taxpayer; and

(2) there are no unfiled tax returns due from engaging in business authorized by the license.

G. No license shall be transferable or assignable from a licensee to another person. The division shall not allow a person that is licensed as any type of cannabis establishment other than a cannabis research laboratory to hold, directly or indirectly, a cannabis testing laboratory license.

H. Except for verification of age, the division shall not require licensees to request information from consumers or impose any residency requirement upon consumers for the purchase of cannabis products pursuant to the commercial cannabis activity authorized by the Cannabis

Regulation Act. The division may require licensees to request information from consumers for the purchase of cannabis products pursuant to the medical cannabis program, which may include the presentation of legal identification issued by an authorized governmental entity or other documents as required by the medical cannabis program.

I. Except as otherwise provided in the Cannabis Regulation Act, the division shall not limit the number of licensed premises a licensee may occupy or operate under a license. Multiple licensees may occupy a single licensed premises, and the division shall not place any restriction or prohibition on the number of licensees occupying a single licensed premises or on the number of licensed premises of a cannabis establishment except as otherwise specifically provided for by the Cannabis Regulation Act. A licensee may conduct any lawful activity or any combination of lawful activities at a licensed premises; provided that the licensee is not a licensee pursuant to the Liquor Control Act. Smoking in a cannabis consumption area on a licensed premises shall be allowed only if the cannabis consumption area is in a designated smoking area or in a standalone building from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act.

J. Licensees are specifically allowed to conduct

other licensed activities, including activities pursuant to the Hemp Manufacturing Act, except for sales of alcoholic beverages.

K. A person properly licensed and in good standing pursuant to the Lynn and Erin Compassionate Use Act on the effective date of the Cannabis Regulation Act may continue to operate under that license for medical cannabis until comparable licenses for commercial cannabis activity are available. The division shall determine when retail sales of commercial cannabis products begin, but no later than April 1, 2022. A facility of such a licensee, upon issuance of the applicable cannabis establishment license, shall constitute licensed premises of the licensee and the licensee shall be entitled to continued and uninterrupted operations of the licensed premises. As to activity under the medical cannabis program, the licensee shall continue to operate under rules promulgated for the medical cannabis program until the division promulgates rules for medical cannabis activity, except that a qualified patient, a primary caregiver and a reciprocal participant shall not be prohibited from purchasing and obtaining cannabis products pursuant to the medical cannabis program.

L. To address a shortage of cannabis supply in the medical cannabis program, the division may:

(1) require all cannabis establishment

licensees to ensure that at least ten percent of their cannabis in stock on a monthly basis is designated for sale to qualified patients, primary caregivers and reciprocal participants;

(2) initially take reasonable measures to expeditiously incentivize increased production of cannabis plants to remedy a shortage of cannabis supply in the medical cannabis program;

(3) after having first exhausted measures to increase production of cannabis plants to address the shortage of cannabis supply in the medical cannabis program, exclude commercial cannabis activity from the scope of new licenses issued to initial applicants for a vertically integrated cannabis establishment, cannabis producer, integrated cannabis microbusiness, cannabis producer microbusiness or cannabis manufacturer license, which limitation shall be in force for a period of at least six months; and

(4) require licensees who are licensed to produce cannabis to produce a specified quota of mature cannabis plants to be designated for use in the medical cannabis program; provided that:

(a) the division may require a licensee to devote no more than twenty-five percent of the licensee's cultivated cannabis plants on a monthly basis for use in the

medical cannabis program; and

(b) the division may require specific tracking of cannabis plants.

M. As used in this section, "shortage of cannabis supply in the medical cannabis program" means that the average number of cannabis plants in production in the medical cannabis program per qualified patient after the effective date of the Cannabis Regulation Act is substantially less than the average number of cannabis plants in production in the medical cannabis program per qualified patient as of the effective date of the Cannabis Regulation Act, where:

(1) the average number of cannabis plants in production after the effective date of the Cannabis Regulation Act is measured over a period of three consecutive months; and

(2) the average number of cannabis plants in production as of the effective date of the Cannabis Regulation Act is measured over a period of three consecutive months immediately preceding the effective date of the Cannabis Regulation Act.

N. A person who is a member of the New Mexico senate or the New Mexico house of representatives on the effective date of the Cannabis Regulation Act shall not apply for or be granted a license to engage in any commercial

cannabis activity prior to July 1, 2026.

SECTION 7. COMMERCIAL CANNABIS ACTIVITY LICENSING--APPLICATION--ISSUANCE AND DENIAL OF A LICENSE.--

A. A license issued pursuant to the Cannabis Regulation Act shall not be subject to execution, attachment, a security transaction, liens or receivership.

B. In carrying out its commercial cannabis activity licensing duties, the division shall:

(1) no later than September 1, 2021, accept and begin processing license applications for cannabis producers, cannabis producer microbusinesses and any person properly licensed and in good standing as a licensed cannabis producer pursuant to the Lynn and Erin Compassionate Use Act;

(2) no later than January 1, 2022, accept and begin processing license applications for all license types;

(3) require as a condition of licensing pursuant to the Cannabis Regulation Act that the applicant demonstrate that the applicant has a legal right to a commercial water supply, water rights or another source of water sufficient to meet the water needs as determined by the division related to the license as evidenced by documentation from the office of the state engineer of a valid water right or from a water provider that the use of water for cannabis production is compliant with that water provider's rules;

(4) if an applicant applies for a cannabis producer license or a cannabis manufacturer license, in addition to the requirements in Paragraph (3) of this subsection, require that the applicant submit a plan to use, or demonstrate to the division that the applicant cannot feasibly use, energy and water reduction opportunities, including:

(a) for a cannabis producer, drip irrigation and water collection;

(b) natural lighting and energy efficiency measures; and

(c) renewable energy generation; and

(5) allow commercial cannabis activity retail sales no later than April 1, 2022 and otherwise allow activities authorized by the Cannabis Regulation Act or the medical cannabis program as of the time of licensure of a licensee, so long as a minimum of twenty-five percent of monthly cannabis sales are to qualified patients, primary caregivers and reciprocal participants or sold wholesale to other licensees that meet or exceed the twenty-five percent sales to qualified patients, primary caregivers and reciprocal participants until December 31, 2022.

C. Once the division deems an application complete, the division has ninety days to issue or deny a license application.

D. The division shall deny an application for an initial license or renewal if:

(1) the application does not include information required by the division; or

(2) the applicant or a controlling person of the applicant has been convicted of an offense that is substantially related to the qualifications, functions or duties of the applicant's business; provided that if the division determines that the applicant or controlling person is otherwise qualified for a license and that issuing a license to the applicant would not compromise public safety, the division shall conduct a thorough review of the conviction, including the nature of the offense, surrounding circumstances and any evidence of the applicant's or controlling person's rehabilitation following the conviction, and based on that review, determine whether the applicant should be issued a license.

E. For purposes of Subsection D of this section, the following are considered substantially related to the qualifications, functions or duties of a person seeking a license:

(1) a felony conviction involving fraud, deceit or embezzlement;

(2) a felony conviction for hiring, employing or otherwise using a person younger than eighteen

years of age to:

(a) prepare for sale, transport or carry a controlled substance; or

(b) sell, give away or offer to sell a controlled substance to any person; and

(3) any other offense as determined by the division.

F. A conviction for which the related sentence, including any term of probation or parole, is completed for the possession, use, manufacture, distribution or dispensing or the possession with the intent to manufacture, distribute or dispense cannabis is not considered substantially related to the qualifications, functions or duties of a person seeking a license and shall not be the sole ground on which an application is denied. The division shall comply with the provisions of the Criminal Offender Employment Act.

G. The division shall deny an application if an applicant, a controlling person or the premises for which a license is sought does not qualify for licensure pursuant to the Cannabis Regulation Act.

H. The division shall not license a person who has had a license that was issued pursuant to the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act revoked by the division or the department of health in the three years immediately preceding the date on which the

person filed a new application.

I. Unless otherwise provided in the Cannabis Regulation Act, a person whose license has been revoked may reapply for a license after a period of three years. The division may consider all of the circumstances resulting in the revocation in determining whether to issue a new license.

J. The division shall adopt rules providing for submission of an applicant's fingerprints to the federal bureau of investigation to conduct a national criminal history background check and to the department of public safety to conduct a state criminal history check for the following licensees:

(1) cannabis manufacturer;

(2) cannabis producer;

(3) cannabis producer microbusiness;

(4) cannabis research laboratory;

(5) cannabis retailer;

(6) cannabis testing laboratory;

(7) integrated cannabis microbusiness; and

(8) vertically integrated cannabis establishment.

K. The division shall conduct national criminal history background checks and state criminal history checks on the following:

(1) if an applicant is a limited

partnership, each partner of the limited partnership;

(2) if the applicant is a limited liability company, each member of the limited liability company;

(3) if the applicant is a corporation, each director and officer of the corporation; and

(4) any controlling person of the applicant.

L. Arrest record information received from the federal bureau of investigation and the department of public safety shall be confidential, shall not be considered a public record pursuant to the Public Records Act and shall not be disclosed to persons not directly involved in the decision affecting the applicant.

M. Electronic live fingerprint scans may be used when conducting criminal history background checks.

SECTION 8. LICENSEES--DISCIPLINARY ACTIONS--SANCTIONS--CIVIL PENALTY.--

A. A violation of the provisions of the Cannabis Regulation Act by a licensee is grounds for disciplinary action.

B. The division may:

(1) impose an intermediate sanction established by rule;

(2) impose a directed plan of correction;

(3) assess a civil monetary penalty established by rule; provided that a civil monetary penalty

shall not exceed ten thousand dollars ($10,000) per violation; and provided further that penalties and interest recovered pursuant to the Cannabis Regulation Act on behalf of the state shall be remitted to the state treasurer for deposit in the current school fund; or

(4) suspend or revoke the license.

C. The division shall promulgate rules specifying the criteria for imposition of sanctions and civil monetary penalties.

D. The provisions of this section do not apply to occupational health and safety rules promulgated pursuant to Section 3 of the Cannabis Regulation Act.

E. A person aggrieved by an action taken by the division pursuant to this section may request and receive a hearing with the superintendent for the purpose of reviewing the action in accordance with the Uniform Licensing Act.

SECTION 9. APPLICATION AND LICENSING FEES.--

A. Every application for the issuance or renewal of the following licenses shall be accompanied by a license fee in the following specified amounts:

(1) a cannabis courier license, up to one thousand five hundred dollars ($1,500) per year and an additional fee of up to one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(2) a cannabis testing laboratory license,

up to two thousand five hundred dollars ($2,500) per year and an additional fee of up to one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(3) a cannabis manufacturer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(4) a cannabis producer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(5) a cannabis retailer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(6) a cannabis research laboratory license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(7) a vertically integrated cannabis establishment license, seven thousand five hundred dollars ($7,500) per year and an additional fee of one thousand dollars ($1,000) per year for each licensed premises of the licensee;

(8) a cannabis producer microbusiness

license, up to one thousand dollars ($1,000) per year;

(9) an integrated cannabis microbusiness license, up to two thousand five hundred dollars ($2,500) per year and an additional fee of five hundred dollars ($500) per year for each licensed premises of the licensee; and

(10) a cannabis consumption area, up to two thousand five hundred dollars ($2,500) per year.

B. Except for cannabis producer microbusinesses and integrated cannabis microbusinesses, a licensee cultivating cannabis plants shall be assessed an additional annual fee no greater than fifty dollars ($50.00) per mature cannabis plant at the time of licensing or renewal.

C. A licensee may increase the number of mature plants licensed at the time of renewal and one other time per year in increments of five hundred mature plants. Fees may be prorated for the remainder of the licensing year.

D. The initial application fee and the annual renewal fee for a vertically integrated cannabis establishment license shall not exceed one hundred twenty-five thousand dollars ($125,000) for a license for both medical cannabis activity and commercial cannabis activity. The initial application fee and the annual renewal fee for a license or renewal of a license that authorizes only medical cannabis activity shall be one-half the fee applicable to a license authorizing both medical cannabis activity and

commercial cannabis activity.

E. If a cannabis producer microbusiness or an integrated cannabis microbusiness enters into a business arrangement with another licensee with the purpose or having the effect of evading the limitations of the licensee's license, such licensee shall not be eligible for the lower fee prescribed in Subsection A of this section and shall pay the per-plant fee prescribed in Subsection B of this section.

F. The division shall collect all renewal fees, including the renewal fees for all licensed premises, at the time of renewal of a license.

G. The fee for the issuance of a cannabis server permit shall not exceed thirty-five dollars ($35.00).

H. The division shall deposit all fees collected pursuant to the Cannabis Regulation Act in the cannabis regulation fund.

SECTION 10. CANNABIS TRAINING AND EDUCATION PROGRAM LICENSING--SANCTIONS.--

A. The division shall begin licensing cannabis training and education programs no later than January 1, 2022.

B. The division may suspend a license for repeated violations of the same serious and substantial rule promulgated pursuant to the Cannabis Regulation Act pertaining to public health and safety.

SECTION 11. CANNABIS SERVER PERMITS--CANNABIS SERVERS--PERMIT REQUIRED--APPLICATIONS--EDUCATION PROGRAM APPROVAL REQUIRED--ISSUANCE OR DENIAL OF A PERMIT OR APPROVAL--PENALTIES.--

A. The division shall promulgate rules consistent with this section and industry standards for issuance of a cannabis server permit and licenses for a cannabis consumption area. A cannabis research laboratory or an employee of the laboratory is not required to obtain or possess a cannabis server permit while performing activities authorized pursuant to a cannabis research laboratory.

B. The division shall issue cannabis server permits to persons twenty-one years of age or older who satisfy the requirements of this section and rules promulgated by the division. An applicant shall provide proof of satisfactory completion of a program provided by a cannabis server permit education provider approved by the division. A person shall not be employed as a cannabis server on a licensed premises unless that person obtains a cannabis server permit within thirty days of employment.

C. The cannabis server education program curriculum shall include the following subjects:

(1) the effect cannabis products have on the body and behavior, including the effect on a person's ability to operate a motor vehicle when under the influence of

cannabis products;

(2) the effect cannabis products have on a person when used in combination with alcohol or legal or illegal drugs;

(3) state laws concerning cannabis licensure, cannabis liability issues and driving under the influence of cannabis;

(4) methods of recognizing problem cannabis product users and techniques for intervening with problem cannabis product users;

(5) methods of identifying false driver's licenses and other documents used as evidence of age and identity to prevent the sale of cannabis products to a person under twenty-one years of age pursuant to the Cannabis Regulation Act; and

(6) harm reduction practices related to cannabis use.

D. A cannabis server permit is the property of the state and shall be immediately returned to the division upon suspension or revocation or denial of renewal of a permit.

E. Cannabis server permits shall be valid for a period of three years from the date the permit is issued and may be renewed upon providing proof that the permit holder has successfully completed up to four and one-half hours of continuing education and an examination as determined by the

division.

F. In addition to any other penalties provided by law, the following penalties may be imposed for sales, service or dispensing a cannabis product to a person under twenty-one years of age in violation of the provisions of the Cannabis Regulation Act or rules of the division:

(1) the division may suspend a cannabis server permit for a period of thirty days if the director finds that the cannabis server is guilty of a first offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age;

(2) the division shall suspend a cannabis server permit for a period of one year when the division finds that the cannabis server is guilty of a second offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age in violation of the Cannabis Regulation Act arising separately from the incident giving rise to the cannabis server's first offense;

(3) the division shall permanently revoke a cannabis server permit when it finds that the cannabis server is guilty of a third offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age in violation of the Cannabis Regulation Act arising separately from the incidents giving rise to the cannabis server's first and second offenses; and

(4) no person whose cannabis server permit is suspended pursuant to the provisions of this section shall offer, sell, serve or dispense a cannabis product as part of commercial cannabis activity in a cannabis consumption area during the period of suspension.

SECTION 12. LOCAL CONTROL.--

A. A local jurisdiction may:

(1) adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

(2) allow for the smoking, vaporizing and ingesting of cannabis products within an indoor or outdoor cannabis consumption area if:

(a) unless licensed pursuant to the Lynn and Erin Compassionate Use Act, access to the cannabis consumption area is restricted to persons twenty-one years of age and older; and

(b) the cannabis establishment or integrated cannabis microbusiness is located at a minimum distance from a school or daycare center as determined by the local jurisdiction, but which minimum distance shall not be set at any more than three hundred feet from a school or daycare center that was in existence at the time the

establishment or microbusiness was licensed.

B. A local jurisdiction shall not:

(1) prevent transportation of cannabis products on public roads by a licensee that transports cannabis products in compliance with the Cannabis Regulation Act;

(2) completely prohibit the operation of a licensee;

(3) prohibit or limit signage attached to or located on licensed premises that identifies the premises as a cannabis establishment;

(4) require a licensed premises or a cannabis consumption area to be any more than three hundred feet from a school or daycare center that was in existence at the time the cannabis establishment or integrated cannabis microbusiness was licensed;

(5) require an existing licensee at a licensed premises to relocate; or

(6) prohibit a person from producing homegrown cannabis as provided for in the Cannabis Regulation Act.

SECTION 13. LICENSEE PROTECTIONS.--

A. Conduct by a licensee or a licensee representative that is allowed pursuant to a license and conduct by a person that allows property to be used by a

licensee or a licensee representative for conduct allowed pursuant to a license is lawful, not a violation of state or local law and is not a basis for seizure or forfeiture of any property or assets under state or local law.

B. The state or a local jurisdiction shall not impose a criminal, civil or administrative penalty on a licensee, a licensee representative or a person that allows property to be used by a licensee or a licensee representative pursuant to a license, solely for conduct allowed pursuant to a license.

SECTION 14. PROTECTION OF UNDERAGE PERSONS--PROVIDING CANNABIS PRODUCTS TO MINORS--PENALTIES.--

A. Except as allowed pursuant to the Cannabis Regulation Act, it is a violation of that act for a person, including a person licensed pursuant to the provisions of that act, or an employee, agent or lessee of that person, if the person knows or has reason to know that the person is violating the provisions of this section, to knowingly and intentionally:

(1) sell, serve or give cannabis products to a person under twenty-one years of age or allow a person under twenty-one years of age to consume cannabis products on the licensed premises;

(2) buy cannabis products for or procure the sale or service of cannabis products to a person under

twenty-one years of age;

(3) deliver cannabis products to a person under twenty-one years of age; or

(4) aid or assist a person under twenty-one years of age to buy, otherwise procure or be served cannabis products.

B. A licensee shall not employ a person younger than twenty-one years of age to engage in a commercial cannabis activity.

C. The division shall suspend or revoke the license and may fine the licensee in an amount not to exceed ten thousand dollars ($10,000), or both, when the division finds that a licensee or the licensee's employee or agent knowingly has sold, served or given any cannabis product to a person under twenty-one years of age.

D. The establishment of all of the following facts by a licensee prosecuted for a violation of Subsection D of this section and a cannabis server for a violation of Subsection F of Section 11 of the Cannabis Regulation Act shall constitute a defense:

(1) that the purchaser falsely represented in writing; by producing a driver's license bearing the purchaser's photograph; by producing a photographic identification card issued by the motor vehicle division of the taxation and revenue department; or by producing a

similar identification card issued pursuant to the laws of this state, another state, the federal government or the government of an Indian nation, tribe or pueblo that the person was twenty-one years of age or older;

(2) that the purchaser's appearance was such that an ordinary, prudent person would believe that the purchaser was twenty-one years of age or older; and

(3) that the sale was made in good faith, relying upon the purchaser's false written representation, driver's license or identification card produced as provided in Paragraph (1) of this subsection, and with the reasonable belief that the purchaser was actually twenty-one years of age or older.

E. Nothing in this section shall be construed or interpreted to prevent:

(1) the division from enforcing its rules against a licensee;

(2) a state agency from enforcing a law or rule that does not conflict with the Cannabis Regulation Act or rules promulgated pursuant to that act; or

(3) a local jurisdiction from enforcing a local ordinance that does not conflict with the Cannabis Regulation Act or rules promulgated pursuant to that act.

SECTION 15. TRANSPORT VIA COURIER.--

A. A vertically integrated cannabis establishment,

cannabis retailer or integrated cannabis microbusiness may courier cannabis products.

B. A courier may accept payment for services using any legal method of payment or payment on delivery.

SECTION 16. PACKAGING AND LABELING.--Before sale or transport via cannabis courier of a cannabis product, the cannabis product shall be labeled and packaged as provided in Section 17 of the Cannabis Regulation Act.

SECTION 17. CANNABIS PRODUCTS--PACKAGING AND LABELING--DIVISION RULEMAKING.--

A. Cannabis or cannabis extract included in a cannabis product that is manufactured in compliance with applicable law is not considered to be an adulterant under state law.

B. The division shall promulgate rules consistent with industry standards for cannabis products that establish labeling and packaging requirements, including that:

(1) packages shall be resealable, child-resistant, compostable and recyclable or made from recycled materials;

(2) packages and labels shall not be designed to be appealing to a child; and

(3) labels shall include:

(a) for a package containing only cannabis leaf or flower, the net weight of cannabis in the

package;

(b) identification of the licensee or licensees that produced or manufactured the cannabis product, the date on which the cannabis was harvested, the type of cannabis product and the date on which the cannabis product was manufactured and packaged;

(c) potency and pesticide use;

(d) a list of pharmacologically active ingredients;

(e) for cannabis products containing non-cannabis ingredients, a list of all ingredients and a disclosure of nutritional information for the product or cannabis extract disclosed in the same manner required under federal law for nutritional labeling for food for human consumption;

(f) a warning if nuts or other known allergens are used in the item or in its manufacture;

(g) a logo designed by the division that is distinctive in design, color, size and location such that the logo notifies a reasonable person that the package contains cannabis;

(h) a warning of possible adverse effects of consumption and the New Mexico poison and drug information center phone number;

(i) an expiration date; and

(j) other information as required by rules promulgated pursuant to the Cannabis Regulation Act.

SECTION 18. TESTING CANNABIS PRODUCTS--HEALTH AND SAFETY OF EMPLOYEES.--

A. A cannabis testing laboratory's testing of cannabis products shall comply with the requirements set forth in applicable law and rules.

B. In consultation with the department of environment and consistent with industry standards, the division shall promulgate rules to:

(1) ensure that testing of cannabis products occurs prior to distribution to cannabis retailers or sales by integrated cannabis microbusinesses;

(2) specify how often licensees shall test cannabis products;

(3) specify which persons bear the cost of testing cannabis products and medical cannabis;

(4) provide for recordkeeping;

(5) establish chain of custody protocols for testing sample transportation;

(6) ensure that testing samples are transported and stored in a manner that prevents degradation, contamination, tampering or diversion;

(7) specify protocols for testing sample collection that ensure accurate test results, including

requiring that testing samples be collected by laboratory staff trained in testing sample collection; and

(8) require destruction of a tested batch of cannabis products if the testing samples from the tested batch indicate noncompliance with applicable health and safety standards promulgated by the division, unless remedial measures can bring the cannabis products into compliance with the standards or the cannabis products can be used for research purposes.

C. Beginning no later than April 1, 2022, the division shall identify, in consultation with the department of environment, a set of updated certified reference materials for laboratory testing to be measured against.

D. The division shall work cooperatively with the department of environment to implement inspection of cannabis establishments to ensure the health and safety of employees in accordance with the Occupational Health and Safety Act and to determine compliance with rules promulgated by the environmental improvement board.

SECTION 19. RESEARCHING CANNABIS--RECORDKEEPING.--

A. A cannabis research laboratory's research of cannabis shall comply with the requirements set forth in applicable law and rules.

B. The division shall develop rules and procedures consistent with industry standards to provide for

recordkeeping to ensure that cannabis products are not removed from the cannabis research laboratory premises.

SECTION 20. ADVERTISING AND MARKETING RESTRICTIONS.-- The division shall promulgate rules consistent with industry standards that:

A. prohibit the advertisement and marketing of cannabis products:

(1) on radio, television or other broadcast media, internet pop-ups and mass transit vehicles; provided that the division shall not prohibit advertising and marketing to:

(a) subscribers of subscription-based radio, television or other broadcast media who are twenty-one years of age or older; or

(b) persons twenty-one years of age or older who have solicited the advertising or marketing;

(2) that are false, deceptive or misleading, including making unproven health benefit claims;

(3) that are on billboards, posters, handbills or other visual media that are located or can be viewed within three hundred feet of a school, daycare center or church;

(4) that depict consumption by children or other persons who appear to be younger than twenty-one years of age;

(5) that use predatory marketing and advertising practices targeting minors; or

(6) that are designed using cartoon characters or to mimic any other product brand; and

B. require:

(1) all advertisements and marketing to accurately and legibly identify all persons responsible for its content; and

(2) advertisements in print and digital communications to be placed only where the audience is reasonably expected to be twenty-one years of age or older as determined by reliable, current audience composition data.

SECTION 21. CONTRACTS.--A contract related to the operation of a license is enforceable, and a contract entered into by a licensee or a licensee representative for conduct allowed pursuant to a cannabis establishment license or entered into by a person who allows property to be used by a licensee or a licensee representative for conduct allowed pursuant to a license shall not be deemed unenforceable on the basis that the conduct allowed pursuant to the license is prohibited by federal law.

SECTION 22. PROVISION OF PROFESSIONAL SERVICES.--An attorney, accountant, insurance agent, real estate agent, security guard or other person engaged in a profession subject to state licensure shall not be subject to

disciplinary action by a professional association, a state professional board or a state licensing entity because the professional provides professional services or assistance to prospective or licensed cannabis establishments or another person in connection with activity that the professional reasonably believes complies with the Cannabis Regulation Act and rules promulgated pursuant to that act.

SECTION 23. MEDICAL CANNABIS PROVISIONS UNAFFECTED.-- Nothing in the Cannabis Regulation Act shall be construed to limit a privilege or right of a qualified patient, a primary caregiver or a reciprocal participant participating in the medical cannabis program or the use, dispensing, possession, prescribing, storage or transport of a prescription drug containing cannabis that is approved pursuant to the Federal Food, Drug, and Cosmetic Act.

SECTION 24. PROTECTIONS FOR THE USE OF CANNABIS.--

A. Conduct allowed pursuant to the Cannabis Regulation Act shall not in itself constitute grounds for a holder of a professional or occupational license to be subject to professional discipline for providing advice or services related to cannabis establishments or applications to operate cannabis establishments on the basis that cannabis is illegal under federal law.

B. An applicant for a professional or occupational license shall not be denied a license based solely on

previous employment related to cannabis establishments.

C. A person shall not be denied parental rights or custody of or visitation with a minor child by the state or local government based solely on conduct that is lawful pursuant to the Cannabis Regulation Act. Nothing in this subsection prevents law enforcement, the children, youth and families department or the courts from acting in the best interests of the minor child.

D. A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing.

E. A person shall not be denied eligibility in public assistance programs or denied health care based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless required by federal law.

SECTION 25. PERSONAL USE OF CANNABIS.--

A. The following conduct is lawful for a person who is twenty-one years of age or older and shall not constitute grounds for detention, search or arrest of a person or search of property, and cannabis products that

relate to the conduct are not contraband or subject to seizure or forfeiture pursuant to the Controlled Substances Act or the Forfeiture Act:

(1) possessing, using, being under the influence of, displaying, purchasing, obtaining or transporting not more cannabis than authorized by the Cannabis Regulation Act or the medical cannabis program;

(2) possessing in excess of two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis if the excess is stored in the person's private residence and not visible from a public place;

(3) transferring, without financial consideration, to a person who is twenty-one years of age or older not more than the amount of cannabis lawfully purchased and obtained pursuant to the Cannabis Regulation Act or the medical cannabis program;

(4) ingesting or otherwise consuming cannabis or cannabis products purchased and obtained pursuant to the Cannabis Regulation Act or the medical cannabis program;

(5) possessing, using, displaying, purchasing, obtaining or manufacturing cannabis extract using nonvolatile solvents, alcohol or carbon dioxide or no solvents;

(6) manufacturing, transporting or giving away to a person twenty-one years of age or older cannabis paraphernalia;

(7) assisting another person who is twenty-one years of age or older in, or allowing property to be used in, any of the acts described in Paragraphs (1) through (6) of this subsection;

(8) smoking cannabis or cannabis products in an area authorized pursuant to the Cannabis Regulation Act or a local jurisdiction;

(9) possessing, planting, cultivating, harvesting, drying, manufacturing cannabis products using nonvolatile solvents, alcohol or carbon dioxide or no solvents or transporting not more than six mature cannabis plants and six immature cannabis plants per person; provided that despite a household having multiple residents, no more than twelve mature cannabis plants may be present in one household; and provided further that if the person does not exceed the maximum number of cannabis plants, the person may possess the cannabis produced by the cannabis plants notwithstanding any weight limits; and

(10) transporting homegrown cannabis or mature or immature cannabis plants when the person is moving the person's residence to another location or for purposes of testing or manufacturing.

B. Paragraph (6) of Subsection A of this section is intended to meet the requirements of 21 U.S.C. Section 863(f) by authorizing under state law any person in compliance with this section to manufacture, possess or distribute cannabis paraphernalia.

C. None of the following shall, individually or in combination with each other, constitute reasonable articulable suspicion of a crime and is not a basis to stop, detain or search a person:

(1) the odor of cannabis or cannabis extract or of burnt cannabis or cannabis extract;

(2) the possession of or the suspicion of possession of cannabis without evidence of quantity in excess of two ounces of cannabis, sixteen grams of cannabis extract or eight hundred milligrams of edible cannabis; or

(3) the possession of multiple containers of cannabis without evidence of quantity in excess of two ounces of cannabis, sixteen grams of cannabis extract or eight hundred milligrams of edible cannabis.

D. Paragraph (1) of Subsection A and Subsection C of this section shall not apply when a law enforcement officer is investigating whether a person is operating a vehicle or watercraft while intoxicated or under the influence of or impaired by alcohol or a drug or any combination thereof in violation of Section 66-8-102 or

66-13-3 NMSA 1978.

SECTION 26. LIMITS ON PERSONAL USE--PENALTIES.--

A. Nothing in Section 25 of the Cannabis Regulation Act shall be construed to:

(1) allow a person to smoke cannabis products in a public place, except in a cannabis consumption area; or

(2) restrict the ability of a person to prohibit conduct otherwise allowed in the Cannabis Regulation Act on the person's privately owned property.

B. A person who violates Paragraph (1) of Subsection A of this section shall be subject to a civil penalty of fifty dollars ($50.00).

C. As used in this section, "smoke" means to inhale, exhale, burn or carry any lighted or heated device or pipe or any other lighted or heated cannabis products intended for inhalation, whether natural or synthetic, in any manner or in any form.

D. A person less than eighteen years of age, the family of a person less than eighteen years of age or a person legally obligated to care for and support a person less than eighteen years of age who is subject to the fines pursuant to Subsection B of this section shall not be required to pay any fees or fines pursuant to the Cannabis Regulation Act.

SECTION 27. PERSONAL PRODUCTION OF CANNABIS--PENALTIES.--

A. Unless otherwise provided in the Cannabis Regulation Act, it is unlawful for a person without a license to intentionally produce cannabis products except as provided in this section.

B. A person twenty-one years of age or older who intentionally produces:

(1) more than six and up to twelve mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars ($50.00); and

(2) more than twelve mature or immature cannabis plants is guilty of a fourth degree felony and may be sentenced as provided in Section 31-18-15 NMSA 1978.

C. A person who is eighteen years of age or older but less than twenty-one years of age who intentionally produces:

(1) up to six mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars ($50.00);

(2) more than six mature or immature cannabis plants and up to twelve mature or immature cannabis plants is guilty of a misdemeanor and shall be sentenced

pursuant to the provisions of Section 31-19-1 NMSA 1978; and

(3) more than twelve mature or immature cannabis plants is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

D. A person who is less than eighteen years of age who intentionally produces cannabis products is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or

(2) four hours of community service.

SECTION 28. UNLICENSED SALES OF CANNABIS--PENALTIES.--

A. As used in this section, "traffic" means the:

(1) distribution, sale, barter or giving away of cannabis products; or

(2) possession with intent to distribute, sell, barter or give away cannabis products.

B. Unless otherwise provided in the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, it is unlawful for a person without a license to intentionally traffic cannabis products.

C. A person under eighteen years of age who violates Subsection B of this section shall be subject to:

(1) attendance at a four-hour evidence-based

drug education and legal rights program at no cost to the person; or

(2) four hours of community service.

D. Except as otherwise provided in Section 14 of the Cannabis Regulation Act, a person eighteen years of age or older who violates Subsection B of this section is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978.

E. A person eighteen years of age or older who violates Subsection B of this section and who conducts unlicensed cannabis product sales from a building, room or other area open to the public in a manner that would lead a reasonable person to believe that the area is a cannabis establishment licensed pursuant to the Cannabis Regulation Act is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 29. CANNABIS WITHIN RESTRICTED AREA--PENALTY.--Unless otherwise allowed in the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, a person shall not possess or intentionally distribute any amount of a cannabis product on the premises of a school or daycare center unless the person is a qualified patient, a primary caregiver or a reciprocal participant; provided that this section shall not apply to a person who possesses a cannabis product for

authorized purposes on the premises of a licensed cannabis training and education program. A person who violates this section is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978.

SECTION 30. UNLAWFUL POSSESSION OF CANNABIS--PENALTIES.--Except as allowed in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act:

A. a person under twenty-one years of age shall not possess cannabis products. A person who violates this subsection is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the person; or

(2) four hours of community service; and

B. a person twenty-one years of age or older shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis in public. A person who violates this subsection with respect to:

(1) more than two but not more than eight ounces of cannabis, more than sixteen grams of cannabis extract and more than eight hundred milligrams of edible cannabis is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978; or

(2) more than eight ounces of cannabis, sixty-four grams of cannabis extract or three thousand two hundred milligrams of edible cannabis is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 31. UNLICENSED MANUFACTURING OF CANNABIS EXTRACT--PENALTY.--It is unlawful for a person to manufacture cannabis extract without a license issued pursuant to the Cannabis Regulation Act unless the person produces and manufactures cannabis extract from homegrown cannabis using nonvolatile solvents, alcohol or carbon dioxide or no solvents. The use of any other solvent or process is expressly prohibited unless it is approved by the division. A person who violates this section is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 32. EXEMPTION FROM CRIMINAL AND CIVIL PENALTIES--RESEARCHERS.--A person shall not be subject to arrest or prosecution, penalized in any manner or denied any right or privilege solely because the person produced, possessed, distributed, dispensed or purchased cannabis products if the person produced, possessed, distributed, dispensed or purchased the cannabis products solely for the purpose of research conducted pursuant to the Lynn and Erin Compassionate Use Act or the Cannabis Regulation Act.

SECTION 33. REPORTING REQUIREMENTS FOR CANNABIS-RELATED VIOLATIONS.--

A. Within sixty days following the end of each fiscal year, every police and sheriff's department shall report on a form approved by the department of public safety the total number of arrests, citations and penalty assessments for cannabis-related violations broken down by:

(1) category and penalty level; and

(2) race, ethnicity, age and gender.

B. Each law enforcement agency shall submit its annual report to the department of public safety.

C. The department of public safety shall compile the reports submitted and shall issue by November 1 of each year an annual report of all cannabis-related violations in the state. The report shall aggregate the data for the state and shall disaggregate the data by agency, race, ethnicity, age and gender. The department of public safety shall make all annual reports submitted for previous fiscal years available on the department of public safety's website.

D. For purposes of this section, "cannabis-related violation" means a violation of any of Sections 27 through 31 of the Cannabis Regulation Act or a violation of Section 66-8-102 or 66-13-3 NMSA 1978 if the basis for the arrest or citation is impairment due to the use of cannabis products.

SECTION 34. EMPLOYER PROTECTIONS--EXEMPTIONS.--

A. Unless there is an agreement between the employer and employee, nothing in the Cannabis Regulation Act shall:

(1) restrict an employer's ability to prohibit or take an adverse employment action against an employee for impairment by or possession or use of intoxicating substances at work or during work hours;

(2) require an employer to commit any act that would cause the employer to be noncompliant with or in violation of federal law or federal regulations or that would result in the loss of a federal contract or federal funding; or

(3) prevent or infringe upon the rights of an employer to adopt and implement a written zero-tolerance policy regarding the use of cannabis products. A zero-tolerance policy may permit the discipline or termination of an employee on the basis of a positive drug test that indicates any amount of delta-9-tetrahydrocannabinol or delta-9-tetrahydrocannabinol metabolite.

B. The Cannabis Regulation Act does not apply to an employee of an employer subject to the provisions of Title 2 of the federal Railway Labor Act.

C. Nothing in the Cannabis Regulation Act shall be construed to invalidate, diminish or otherwise interfere with

any collective bargaining agreement nor shall it be construed to invalidate, diminish or otherwise interfere with any party's power to collectively bargain such an agreement, or to an employer or employee.

D. As used in this section, "adverse employment action" means refusing to hire or employ a person; barring or discharging a person from employment; requiring a person to retire from employment; or discriminating against an employee in compensation or in terms, conditions or privileges of employment.

SECTION 35. APPEAL OF RULES.--A person who is or may be affected by a rule promulgated by the division or other state agency pursuant to the Cannabis Regulation Act may appeal to the district court.

SECTION 36. PUBLIC RECORDS AND OPEN MEETINGS.--Records of the division are subject to the Inspection of Public Records Act. Rulemaking and other hearings of the division are subject to the Open Meetings Act.

SECTION 37. INTRASTATE SOURCE.--Except as provided in Section 38 of the Cannabis Regulation Act, all cannabis products shall be derived from a source originating within New Mexico.

SECTION 38. IMPORTS AND EXPORTS.--

A. Notwithstanding the provisions of Section 37 of the Cannabis Regulation Act or any other provision of law,

the governor shall enter into agreements with other jurisdictions within or outside of the United States for the purposes of cross-jurisdictional delivery of cannabis products between this state and the other jurisdictions. Such agreements shall:

(1) ensure enforceable public health and safety standards;

(2) include a system to regulate and track the interstate or international delivery of cannabis products; and

(3) ensure that any cannabis products delivered into this state, prior to sale to a consumer, are tested, packaged and labeled pursuant to New Mexico laws and rules.

B. Notwithstanding any other provision of law and in accordance with an agreement described in Subsection A of this section, a person licensed to:

(1) courier cannabis products may deliver cannabis products to a person located in, and authorized to receive cannabis products by, another jurisdiction in the United States; and

(2) receive cannabis products may receive cannabis products from a person located in, and authorized to export cannabis products by, another jurisdiction in the United States or internationally.

C. This section shall take effect on the earlier date on which:

(1) federal law is amended to allow for the interstate or international transfer of cannabis products between authorized cannabis-related businesses; or

(2) the United States department of justice issues an opinion or memorandum allowing or tolerating the interstate or international transfer of cannabis products between cannabis-related businesses as authorized by state law.

SECTION 39. CANNABIS REGULATION FUND.--

A. The "cannabis regulation fund" is created in the state treasury. The fund consists of appropriations, gifts, grants, donations and fees collected by the division pursuant to the Cannabis Regulation Act and the medical cannabis program administered by the division. Any unexpended or unencumbered balance remaining at the end of a fiscal year shall revert to the general fund.

B. Money in the cannabis regulation fund is subject to appropriation by the legislature to fund the division, the department of health, the department of environment, the New Mexico department of agriculture, the taxation and revenue department and the department of public safety for the purposes of carrying out the provisions of the Cannabis Regulation Act and the Lynn and Erin Compassionate

Use Act.

SECTION 40. PLANT LIMIT.--No later than September 1, 2021, and each September 1 thereafter, the division shall by rule limit, by plant count, canopy or square footage, the number of cannabis plants that a licensee that is not an integrated cannabis microbusiness or a cannabis producer microbusiness may produce. The rule shall set the number of allowed cannabis plants per licensee to meet an average national market demand for cannabis products in states where adult and medical cannabis are authorized during the preceding year using a consumer base of no less than twenty percent of the adult population of New Mexico.

SECTION 41. INDIAN NATIONS, TRIBES AND PUEBLOS--INTERGOVERNMENTAL AGREEMENTS.--

A. The department may enter into one or more intergovernmental agreements with any tribal government to efficiently coordinate the cross-jurisdictional administration of the laws of this state and the laws of tribal governments relating to the use of cannabis products set forth in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act. The agreements may include, without limitation, provisions relating to:

(1) criminal and civil law enforcement;

(2) regulatory issues relating to the possession, delivery, production, processing or use of

cannabis products;

(3) the administration of laws relating to taxation;

(4) any immunity, preemption or conflict of law relating to the possession, delivery, production, processing or use of cannabis products; and

(5) the resolution of any disputes between a tribal government and the state, which may include, without limitation, the use of mediation or other nonjudicial processes.

B. An agreement entered into pursuant to this section shall:

(1) provide for the preservation of public health and safety;

(2) ensure the security of cannabis establishments and the corresponding facilities on tribal land;

(3) establish provisions regulating business involving cannabis that passes between tribal land and non-tribal land in New Mexico; and

(4) be negotiated in good faith, which shall respect and protect state and tribal sovereign immunity.

C. As used in this section, "tribal government" means a federally recognized Indian nation, tribe or pueblo located wholly or partially in the state.

SECTION 42. COOPERATION OF AGENCIES.--All state agencies shall cooperate with the division in carrying out the provisions of the Cannabis Regulation Act.

SECTION 43. A new section of Chapter 7 NMSA 1978 is enacted to read:

"SHORT TITLE.--Sections 43 through 47 of this act may be cited as the "Cannabis Tax Act"."

SECTION 44. A new section of Chapter 7 NMSA 1978 is enacted to read:

"DEFINITIONS.--As used in the Cannabis Tax Act:

A. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product;

B. "cannabis extract":

(1) means a product obtained by separating resins from cannabis by solvent extraction using solvents other than vegetable glycerin, such as butane, hexane, isopropyl alcohol, ethanol or carbon dioxide; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

C. "cannabis product" means a product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients; and

D. "cannabis retailer" means a person whose license from the cannabis control division of the regulation and licensing department allows the person to sell cannabis products to a person who purchases, acquires, possesses or uses the cannabis product for a purpose other than resale."

SECTION 45. A new section of Chapter 7 NMSA 1978 is enacted to read:

"CANNABIS EXCISE TAX.--

A. An excise tax is imposed on a cannabis retailer that sells cannabis products in this state. The tax imposed

by this section may be referred to as the "cannabis excise tax".

B. The rate of the cannabis excise tax shall be at the following rates and shall be applied to the price paid for a cannabis product:

(1) prior to July 1, 2025, twelve percent;

(2) beginning July 1, 2025 and prior to July 1, 2026, thirteen percent;

(3) beginning July 1, 2026 and prior to July 1, 2027, fourteen percent;

(4) beginning July 1, 2027 and prior to July 1, 2028, fifteen percent;

(5) beginning July 1, 2028 and prior to July 1, 2029, sixteen percent;

(6) beginning July 1, 2029 and prior to July 1, 2030, seventeen percent; and

(7) beginning July 1, 2030, eighteen percent.

C. The cannabis excise tax shall not apply to retail sales of medical cannabis products sold to a qualified patient or a primary caregiver who presents a registry identification card issued pursuant to the Lynn and Erin Compassionate Use Act or a reciprocal participant who presents similar proof from another state, the District of Columbia or a territory or commonwealth of the United States

at the time of the sale."

SECTION 46. A new section of Chapter 7 NMSA 1978 is enacted to read:

"DATE PAYMENT DUE.--The cannabis excise tax is to be paid on or before the twenty-fifth day of the month following the month in which the taxable sale occurs."

SECTION 47. A new section of Chapter 7 NMSA 1978 is enacted to read:

"INTERPRETATION OF THE CANNABIS TAX ACT--ADMINISTRATION AND ENFORCEMENT OF TAX.--The department shall administer and enforce the collection of the cannabis excise tax pursuant to the Tax Administration Act."

SECTION 48. Section 7-1-2 NMSA 1978 (being Laws 1965, Chapter 248, Section 2, as amended by Laws 2019, Chapter 47, Section 1 and by Laws 2019, Chapter 53, Section 10 and also by Laws 2019, Chapter 270, Section 1) is amended to read:

"7-1-2. APPLICABILITY.--The Tax Administration Act applies to and governs:

A. the administration and enforcement of the following taxes or tax acts as they now exist or may hereafter be amended:

(1) Income Tax Act;

(2) Withholding Tax Act;

(3) Oil and Gas Proceeds and Pass-Through Entity Withholding Tax Act;

(4) Gross Receipts and Compensating Tax Act, Interstate Telecommunications Gross Receipts Tax Act and Leased Vehicle Gross Receipts Tax Act;

(5) Liquor Excise Tax Act;

(6) Local Liquor Excise Tax Act;

(7) any municipal local option gross receipts tax or municipal compensating tax;

(8) any county local option gross receipts tax or county compensating tax;

(9) Special Fuels Supplier Tax Act;

(10) Gasoline Tax Act;

(11) petroleum products loading fee, which fee shall be considered a tax for the purpose of the Tax Administration Act;

(12) Alternative Fuel Tax Act;

(13) Cigarette Tax Act;

(14) Estate Tax Act;

(15) Railroad Car Company Tax Act;

(16) Investment Credit Act, rural job tax credit, Laboratory Partnership with Small Business Tax Credit Act, Technology Jobs and Research and Development Tax Credit Act, Film Production Tax Credit Act, Affordable Housing Tax Credit Act and high-wage jobs tax credit;

(17) Corporate Income and Franchise Tax Act;

(18) Uniform Division of Income for Tax

Purposes Act;

(19) Multistate Tax Compact;

(20) Tobacco Products Tax Act;

(21) the telecommunications relay service surcharge imposed by Section 63-9F-11 NMSA 1978, which surcharge shall be considered a tax for the purposes of the Tax Administration Act;

(22) the Insurance Premium Tax Act;

(23) the Health Care Quality Surcharge Act; and

(24) the Cannabis Tax Act;

B. the administration and enforcement of the following taxes, surtaxes, advanced payments or tax acts as they now exist or may hereafter be amended:

(1) Resources Excise Tax Act;

(2) Severance Tax Act;

(3) any severance surtax;

(4) Oil and Gas Severance Tax Act;

(5) Oil and Gas Conservation Tax Act;

(6) Oil and Gas Emergency School Tax Act;

(7) Oil and Gas Ad Valorem Production Tax Act;

(8) Natural Gas Processors Tax Act;

(9) Oil and Gas Production Equipment Ad Valorem Tax Act;

(10) Copper Production Ad Valorem Tax Act;

(11) any advance payment required to be made by any act specified in this subsection, which advance payment shall be considered a tax for the purposes of the Tax Administration Act;

(12) Enhanced Oil Recovery Act;

(13) Natural Gas and Crude Oil Production Incentive Act; and

(14) intergovernmental production tax credit and intergovernmental production equipment tax credit;

C. the administration and enforcement of the following taxes, surcharges, fees or acts as they now exist or may hereafter be amended:

(1) Weight Distance Tax Act;

(2) the workers' compensation fee authorized by Section 52-5-19 NMSA 1978, which fee shall be considered a tax for purposes of the Tax Administration Act;

(3) Uniform Unclaimed Property Act (1995);

(4) 911 emergency surcharge and the network and database surcharge, which surcharges shall be considered taxes for purposes of the Tax Administration Act;

(5) the solid waste assessment fee authorized by the Solid Waste Act, which fee shall be considered a tax for purposes of the Tax Administration Act;

(6) the water conservation fee imposed by

Section 74-1-13 NMSA 1978, which fee shall be considered a tax for the purposes of the Tax Administration Act; and

(7) the gaming tax imposed pursuant to the Gaming Control Act; and

D. the administration and enforcement of all other laws, with respect to which the department is charged with responsibilities pursuant to the Tax Administration Act, but only to the extent that the other laws do not conflict with the Tax Administration Act."

SECTION 49. Section 7-1-6.15 NMSA 1978 (being Laws 1983, Chapter 211, Section 20, as amended by Laws 2015, Chapter 89, Section 1 and by Laws 2015, Chapter 100, Section 1) is amended to read:

"7-1-6.15. ADJUSTMENTS OF DISTRIBUTIONS OR TRANSFERS TO MUNICIPALITIES OR COUNTIES.--

A. The provisions of this section apply to:

(1) any distribution to a municipality pursuant to Section 7-1-6.4, 7-1-6.36 or 7-1-6.46 NMSA 1978;

(2) any transfer to a municipality with respect to any local option gross receipts tax imposed by that municipality;

(3) any transfer to a county with respect to any local option gross receipts tax imposed by that county;

(4) any distribution to a county pursuant to Section 7-1-6.16 or 7-1-6.47 NMSA 1978;

(5) any distribution to a municipality or a county of gasoline taxes pursuant to Section 7-1-6.9 NMSA 1978;

(6) any transfer to a county with respect to any tax imposed in accordance with the Local Liquor Excise Tax Act;

(7) any distribution to a county from the county government road fund pursuant to Section 7-1-6.26 NMSA 1978;

(8) any distribution to a municipality of gasoline taxes pursuant to Section 7-1-6.27 NMSA 1978;

(9) any distribution to a municipality of compensating taxes pursuant to Section 7-1-6.55 NMSA 1978; and

(10) any distribution to a municipality or a county of cannabis excise taxes pursuant to the Cannabis Tax Act.

B. Before making a distribution or transfer specified in Subsection A of this section to a municipality or county for the month, amounts comprising the net receipts shall be segregated into two mutually exclusive categories. One category shall be for amounts relating to the current month, and the other category shall be for amounts relating to prior periods. The total of each category for a municipality or county shall be reported each month to that

municipality or county. If the total of the amounts relating to prior periods is less than zero and its absolute value exceeds the greater of one hundred dollars ($100) or an amount equal to twenty percent of the average distribution or transfer amount for that municipality or county, then the following procedures shall be carried out:

(1) all negative amounts relating to any period prior to the three calendar years preceding the year of the current month, net of any positive amounts in that same time period for the same taxpayers to which the negative amounts pertain, shall be excluded from the total relating to prior periods. Except as provided in Paragraph (2) of this subsection, the net receipts to be distributed or transferred to the municipality or county shall be adjusted to equal the amount for the current month plus the revised total for prior periods; and

(2) if the revised total for prior periods determined pursuant to Paragraph (1) of this subsection is negative and its absolute value exceeds the greater of one hundred dollars ($100) or an amount equal to twenty percent of the average distribution or transfer amount for that municipality or county, the revised total for prior periods shall be excluded from the distribution or transfers and the net receipts to be distributed or transferred to the municipality or county shall be equal to the amount for the

current month.

C. The department shall recover from a municipality or county the amount excluded by Paragraph (2) of Subsection B of this section. This amount may be referred to as the "recoverable amount".

D. Prior to or concurrently with the distribution or transfer to the municipality or county of the adjusted net receipts, the department shall notify the municipality or county whose distribution or transfer has been adjusted pursuant to Paragraph (2) of Subsection B of this section:

(1) that the department has made such an adjustment, that the department has determined that a specified amount is recoverable from the municipality or county and that the department intends to recover that amount from future distributions or transfers to the municipality or county;

(2) that the municipality or county has ninety days from the date notice is made to enter into a mutually agreeable repayment agreement with the department;

(3) that if the municipality or county takes no action within the ninety-day period, the department will recover the amount from the next six distributions or transfers following the expiration of the ninety days; and

(4) that the municipality or county may inspect, pursuant to Section 7-1-8.9 NMSA 1978, an

application for a claim for refund that gave rise to the recoverable amount, exclusive of any amended returns that may be attached to the application.

E. No earlier than ninety days from the date notice pursuant to Subsection D of this section is given, the department shall begin recovering the recoverable amount from a municipality or county as follows:

(1) the department may collect the recoverable amount by:

(a) decreasing distributions or transfers to the municipality or county in accordance with a repayment agreement entered into with the municipality or county; or

(b) except as provided in Paragraphs (2) and (3) of this subsection, if the municipality or county fails to act within the ninety days, decreasing the amount of the next six distributions or transfers to the municipality or county following expiration of the ninety-day period in increments as nearly equal as practicable and sufficient to recover the amount;

(2) if, pursuant to Subsection B of this section, the secretary determines that the recoverable amount is more than fifty percent of the average distribution or transfer of net receipts for that municipality or county, the secretary:

(a) shall recover only up to fifty percent of the average distribution or transfer of net receipts for that municipality or county; and

(b) may, in the secretary's discretion, waive recovery of any portion of the recoverable amount, subject to approval by the state board of finance; and

(3) if, after application of a refund claim, audit adjustment, correction of a mistake by the department or other adjustment of a prior period, but prior to any recovery of the department pursuant to this section, the total net receipts of a municipality or county for the twelve-month period beginning with the current month are reduced or are projected to be reduced to less than fifty percent of the average distribution or transfer of net receipts, the secretary may waive recovery of any portion of the recoverable amount, subject to approval by the state board of finance.

F. No later than ninety days from the date notice pursuant to Subsection D of this section is given, the department shall provide the municipality or county adequate opportunity to review an application for a claim for refund that gave rise to the recoverable amount, exclusive of any amended returns that may be attached to the application, pursuant to Section 7-1-8.9 NMSA 1978.

G. On or before September 1 of each year beginning

in 2016, the secretary shall report to the state board of finance and the legislative finance committee the total recoverable amount waived pursuant to Subparagraph (b) of Paragraph (2) and Paragraph (3) of Subsection E of this section for each municipality and county in the prior fiscal year.

H. The secretary is authorized to decrease a distribution or transfer to a municipality or county upon being directed to do so by the secretary of finance and administration pursuant to the State Aid Intercept Act or to redirect a distribution or transfer to the New Mexico finance authority pursuant to an ordinance or a resolution passed by the county or municipality and a written agreement of the municipality or county and the New Mexico finance authority. Upon direction to decrease a distribution or transfer or notice to redirect a distribution or transfer to a municipality or county, the secretary shall decrease or redirect the next designated distribution or transfer, and succeeding distributions or transfers as necessary, by the amount of the state distributions intercept authorized by the secretary of finance and administration pursuant to the State Aid Intercept Act or by the amount of the state distribution intercept authorized pursuant to an ordinance or a resolution passed by the county or municipality and a written agreement with the New Mexico finance authority. The secretary shall

transfer the state distributions intercept amount to the municipal or county treasurer or other person designated by the secretary of finance and administration or to the New Mexico finance authority pursuant to written agreement to pay the debt service to avoid default on qualified local revenue bonds or meet other local revenue bond, loan or other debt obligations of the municipality or county to the New Mexico finance authority. A decrease to or redirection of a distribution or transfer pursuant to this subsection that arose:

(1) prior to an adjustment of a distribution or transfer of net receipts creating a recoverable amount owed to the department takes precedence over any collection of any recoverable amount pursuant to Paragraph (2) of Subsection B of this section, which may be made only from the net amount of the distribution or transfer remaining after application of the decrease or redirection pursuant to this subsection; and

(2) after an adjustment of a distribution or transfer of net receipts creating a recoverable amount owed to the department shall be subordinate to any collection of any recoverable amount pursuant to Paragraph (2) of Subsection B of this section.

I. Upon the direction of the secretary of finance and administration pursuant to Section 9-6-5.2 NMSA 1978, the

secretary shall temporarily withhold the balance of a distribution to a municipality or county, net of any decrease or redirected amount pursuant to Subsection H of this section and any recoverable amount pursuant to Paragraph (2) of Subsection B of this section, that has failed to submit an audit report required by the Audit Act or a financial report required by Subsection F of Section 6-6-2 NMSA 1978. The amount to be withheld, the source of the withheld distribution and the number of months that the distribution is to be withheld shall be as directed by the secretary of finance and administration. A distribution withheld pursuant to this subsection shall remain in the tax administration suspense fund until distributed to the municipality or county and shall not be distributed to the general fund. An amount withheld pursuant to this subsection shall be distributed to the municipality or county upon direction of the secretary of finance and administration.

J. As used in this section:

(1) "amounts relating to the current month" means any amounts included in the net receipts of the current month that represent payment of tax due for the current month, correction of amounts processed in the current month that relate to the current month or that otherwise relate to obligations due for the current month;

(2) "amounts relating to prior periods"

means any amounts processed during the current month that adjust amounts processed in a period or periods prior to the current month regardless of whether the adjustment is a correction of a department error or due to the filing of amended returns, payment of department-issued assessments, filing or approval of claims for refund, audit adjustments or other cause;

(3) "average distribution or transfer amount" means the following amounts; provided that a distribution or transfer that is negative shall not be used in calculating the amounts:

(a) the annual average of the total amount distributed or transferred to a municipality or county in each of the three twelve-month periods preceding the current month;

(b) if a distribution or transfer to a municipality or county has been made for less than three years, the total amount distributed or transferred in the year preceding the current month; or

(c) if a municipality or county has not received distributions or transfers of net receipts for twelve or more months, the monthly average of net receipts distributed or transferred to the municipality or county preceding the current month multiplied by twelve;

(4) "current month" means the month for

which the distribution or transfer is being prepared; and

(5) "repayment agreement" means an agreement between the department and a municipality or county under which the municipality or county agrees to allow the department to recover an amount determined pursuant to Paragraph (2) of Subsection B of this section by decreasing distributions or transfers to the municipality or county for one or more months beginning with the distribution or transfer to be made with respect to a designated month. No interest shall be charged."

SECTION 50. A new section of the Tax Administration Act is enacted to read:

"DISTRIBUTION--CANNABIS EXCISE TAX--MUNICIPALITIES AND COUNTIES.--

A. A distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to each municipality, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, in an amount equal to thirty-three and thirty-three hundredths percent of the net receipts attributable to the cannabis excise tax from cannabis retailers within the municipality.

B. A distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to each county in an amount equal to thirty-three and thirty-three hundredths percent of the net receipts attributable to the cannabis excise tax from

cannabis retailers within the county area of the county.

C. The department may deduct an amount not to exceed three percent of the distributions made pursuant to this section for the reasonable costs for administering the distributions.

D. As used in this section, "county area" means that portion of a county located outside the boundaries of any municipality."

SECTION 51. Section 7-2-2 NMSA 1978 (being Laws 1986, Chapter 20, Section 26, as amended) is amended to read:

"7-2-2. DEFINITIONS.--For the purpose of the Income Tax Act and unless the context requires otherwise:

A. "adjusted gross income" means adjusted gross income as defined in Section 62 of the Internal Revenue Code, as that section may be amended or renumbered;

B. "base income":

(1) means, for estates and trusts, that part of the estate's or trust's income defined as taxable income and upon which the federal income tax is calculated in the Internal Revenue Code for income tax purposes plus, for taxable years beginning on or after January 1, 1991, the amount of the net operating loss deduction allowed by Section 172(a) of the Internal Revenue Code, as that section may be amended or renumbered, and taken by the taxpayer for that year;

(2) means, for taxpayers other than estates or trusts, that part of the taxpayer's income defined as adjusted gross income plus, for taxable years beginning on or after January 1, 1991, the amount of the net operating loss deduction allowed by Section 172(a) of the Internal Revenue Code, as that section may be amended or renumbered, and taken by the taxpayer for that year;

(3) includes, for all taxpayers, any other income of the taxpayer not included in adjusted gross income but upon which a federal tax is calculated pursuant to the Internal Revenue Code for income tax purposes, except amounts for which a calculation of tax is made pursuant to Section 55 of the Internal Revenue Code, as that section may be amended or renumbered; "base income" also includes interest received on a state or local bond;

(4) includes, for all taxpayers, an amount deducted pursuant to Section 7-2-32 NMSA 1978 in a prior taxable year if:

(a) such amount is transferred to another qualified tuition program, as defined in Section 529 of the Internal Revenue Code, not authorized in the Education Trust Act; or

(b) a distribution or refund is made for any reason other than: 1) to pay for qualified higher education expenses, as defined pursuant to Section 529 of the

Internal Revenue Code; or 2) upon the beneficiary's death, disability or receipt of a scholarship; and

(5) excludes, for a taxpayer who conducts a lawful business pursuant to the laws of the state, an amount equal to any expenditure that is eligible to be claimed as a federal income tax deduction but is disallowed by Section 280E of the Internal Revenue Code, as that section may be amended or renumbered;

C. "compensation" means wages, salaries, commissions and any other form of remuneration paid to employees for personal services;

D. "department" means the taxation and revenue department, the secretary or any employee of the department exercising authority lawfully delegated to that employee by the secretary;

E. "fiduciary" means a guardian, trustee, executor, administrator, committee, conservator, receiver, individual or corporation acting in any fiduciary capacity;

F. "filing status" means "married filing joint returns", "married filing separate returns", "head of household", "surviving spouse" and "single", as those terms are generally defined for federal tax purposes;

G. "fiscal year" means any accounting period of twelve months ending on the last day of any month other than December;

H. "head of household" means "head of household" as generally defined for federal income tax purposes;

I. "individual" means a natural person, an estate, a trust or a fiduciary acting for a natural person, trust or estate;

J. "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended;

K. "lump-sum amount" means, for the purpose of determining liability for federal income tax, an amount that was not included in adjusted gross income but upon which the five-year-averaging or the ten-year-averaging method of tax computation provided in Section 402 of the Internal Revenue Code, as that section may be amended or renumbered, was applied;

L. "modified gross income" means all income of the taxpayer and, if any, the taxpayer's spouse and dependents, undiminished by losses and from whatever source, including:

(1) compensation;

(2) net profit from business;

(3) gains from dealings in property;

(4) interest;

(5) net rents;

(6) royalties;

(7) dividends;

(8) alimony and separate maintenance

payments;

(9) annuities;

(10) income from life insurance and endowment contracts;

(11) pensions;

(12) discharge of indebtedness;

(13) distributive share of partnership income;

(14) income in respect of a decedent;

(15) income from an interest in an estate or a trust;

(16) social security benefits;

(17) unemployment compensation benefits;

(18) workers' compensation benefits;

(19) public assistance and welfare benefits;

(20) cost-of-living allowances; and

(21) gifts;

M. "modified gross income" excludes:

(1) payments for hospital, dental, medical or drug expenses to or on behalf of the taxpayer;

(2) the value of room and board provided by federal, state or local governments or by private individuals or agencies based upon financial need and not as a form of compensation;

(3) payments pursuant to a federal, state or

local government program directly or indirectly to a third party on behalf of the taxpayer when identified to a particular use or invoice by the payer; or

(4) payments for credits and rebates pursuant to the Income Tax Act and made for a credit pursuant to Section 7-3-9 NMSA 1978;

N. "net income" means, for estates and trusts, base income adjusted to exclude amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States and means, for taxpayers other than estates or trusts, base income adjusted to exclude:

(1) an amount equal to the standard deduction allowed the taxpayer for the taxpayer's taxable year by Section 63 of the Internal Revenue Code, as that section may be amended or renumbered;

(2) an amount equal to the itemized deductions defined in Section 63 of the Internal Revenue Code, as that section may be amended or renumbered, allowed the taxpayer for the taxpayer's taxable year less the amount excluded pursuant to Paragraph (1) of this subsection and less the amount of state and local income and sales taxes included in the taxpayer's itemized deductions;

(3) an amount equal to the product of the exemption amount allowed for the taxpayer's taxable year by

Section 151 of the Internal Revenue Code, as that section may be amended or renumbered, multiplied by the number of personal exemptions allowed for federal income tax purposes;

(4) income from obligations of the United States of America less expenses incurred to earn that income;

(5) other amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States;

(6) for taxable years that began prior to January 1, 1991, an amount equal to the sum of:

(a) net operating loss carryback deductions to that year from taxable years beginning prior to January 1, 1991 claimed and allowed, as provided by the Internal Revenue Code; and

(b) net operating loss carryover deductions to that year claimed and allowed;

(7) for taxable years beginning on or after January 1, 1991 and prior to January 1, 2013, an amount equal to the sum of any net operating loss carryover deductions to that year claimed and allowed, provided that the amount of any net operating loss carryover from a taxable year beginning on or after January 1, 1991 and prior to January 1, 2013 may be excluded only as follows:

(a) in the case of a timely filed return, in the taxable year immediately following the taxable

year for which the return is filed; or

(b) in the case of amended returns or original returns not timely filed, in the first taxable year beginning after the date on which the return or amended return establishing the net operating loss is filed; and

(c) in either case, if the net operating loss carryover exceeds the amount of net income exclusive of the net operating loss carryover for the taxable year to which the exclusion first applies, in the next four succeeding taxable years in turn until the net operating loss carryover is exhausted for any net operating loss carryover from a taxable year prior to January 1, 2013; in no event shall a net operating loss carryover from a taxable year beginning prior to January 1, 2013 be excluded in any taxable year after the fourth taxable year beginning after the taxable year to which the exclusion first applies;

(8) for taxable years beginning on or after January 1, 2013, an amount equal to the sum of any net operating loss carryover deductions to that year claimed and allowed; provided that the amount of any net operating loss carryover may be excluded only as follows:

(a) in the case of a timely filed return, in the taxable year immediately following the taxable year for which the return is filed; or

(b) in the case of amended returns or

original returns not timely filed, in the first taxable year beginning after the date on which the return or amended return establishing the net operating loss is filed; and

(c) in either case, if the net operating loss carryover exceeds the amount of net income exclusive of the net operating loss carryover for the taxable year to which the exclusion first applies, in the next nineteen succeeding taxable years in turn until the net operating loss carryover is exhausted for any net operating loss carryover from a taxable year beginning on or after January 1, 2013; in no event shall a net operating loss carryover from a taxable year beginning: 1) prior to January 1, 2013 be excluded in any taxable year after the fourth taxable year beginning after the taxable year to which the exclusion first applies; and 2) on or after January 1, 2013 be excluded in any taxable year after the nineteenth taxable year beginning after the taxable year to which the exclusion first applies; and

(9) for taxable years beginning on or after January 1, 2011, an amount equal to the amount included in adjusted gross income that represents a refund of state and local income and sales taxes that were deducted for federal tax purposes in taxable years beginning on or after January 1, 2010;

O. "net operating loss" means any net operating

loss, as defined by Section 172(c) of the Internal Revenue Code, as that section may be amended or renumbered, for a taxable year as further increased by the income, if any, from obligations of the United States for that year less related expenses;

P. "net operating loss carryover" means the amount, or any portion of the amount, of a net operating loss for any taxable year that, pursuant to Paragraph (6), (7) or (8) of Subsection N of this section, may be excluded from base income;

Q. "nonresident" means every individual not a resident of this state;

R. "person" means any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, limited liability company, joint venture, syndicate or other association; "person" also means, to the extent permitted by law, any federal, state or other governmental unit or subdivision or agency, department or instrumentality thereof;

S. "resident" means an individual who is domiciled in this state during any part of the taxable year or an individual who is physically present in this state for one hundred eighty-five days or more during the taxable year; but any individual, other than someone who was physically present in the state for one hundred eighty-five days or more during

the taxable year, who, on or before the last day of the taxable year, changed the individual's place of abode to a place without this state with the bona fide intention of continuing actually to abide permanently without this state is not a resident for the purposes of the Income Tax Act for periods after that change of abode;

T. "secretary" means the secretary of taxation and revenue or the secretary's delegate;

U. "state" means any state of the United States, the District of Columbia, the commonwealth of Puerto Rico, any territory or possession of the United States or any political subdivision of a foreign country;

V. "state or local bond" means a bond issued by a state other than New Mexico or by a local government other than one of New Mexico's political subdivisions, the interest from which is excluded from income for federal income tax purposes under Section 103 of the Internal Revenue Code, as that section may be amended or renumbered;

W. "surviving spouse" means "surviving spouse" as generally defined for federal income tax purposes;

X. "taxable income" means net income less any lump-sum amount;

Y. "taxable year" means the calendar year or fiscal year upon the basis of which the net income is computed under the Income Tax Act and includes, in the case

of the return made for a fractional part of a year under the provisions of the Income Tax Act, the period for which the return is made; and

Z. "taxpayer" means any individual subject to the tax imposed by the Income Tax Act."

SECTION 52. Section 7-2A-2 NMSA 1978 (being Laws 1986, Chapter 20, Section 33, as amended) is amended to read:

"7-2A-2. DEFINITIONS.--For the purpose of the Corporate Income and Franchise Tax Act and unless the context requires otherwise:

A. "bank" means any national bank, national banking association, state bank or bank holding company;

B. "apportioned net income" or "apportioned net loss" means net income allocated and apportioned to New Mexico pursuant to the provisions of the Corporate Income and Franchise Tax Act or the Uniform Division of Income for Tax Purposes Act, but excluding from the sales factor any sales that represent intercompany transactions between members of the filing group;

C. "base income" means the federal taxable income or the federal net operating loss of a corporation for the taxable year calculated pursuant to the Internal Revenue Code, after special deductions provided in Sections 241 through 249 of the Internal Revenue Code but without any deduction for net operating losses, as if the corporation

filed a federal tax return as a separate domestic entity, modified as follows:

(1) adding to that income:

(a) interest received on a state or local bond exempt under the Internal Revenue Code;

(b) the amount of any deduction claimed in calculating taxable income for all expenses and costs directly or indirectly paid, accrued or incurred to a captive real estate investment trust; and

(c) the amount of any deduction, other than for premiums, for amounts paid directly or indirectly to a commonly controlled entity that is exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978;

(2) subtracting from that income:

(a) income from obligations of the United States net of expenses incurred to earn that income;

(b) other amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States net of any related expenses;

(c) an amount equal to one hundred percent of the subpart F income, as that term is defined in Section 952 of the Internal Revenue Code, as that section may be amended or renumbered, included in the income of the corporation; and

(d) an amount equal to one hundred

percent of the income of the corporation under Section 951A of the Internal Revenue Code, after allowing the deduction provided in Section 250 of the Internal Revenue Code;

(3) making other adjustments deemed necessary to properly reflect income of the unitary group, including attribution of income or expense related to unitary assets held by related corporations that are not part of the filing group; and

(4) for a taxpayer that conducts a lawful business pursuant to the laws of this state, excludes an amount equal to any expenditure that is eligible to be claimed as a federal income tax deduction but is disallowed pursuant to Section 280E of the Internal Revenue Code, as that section may be amended or renumbered;

D. "captive real estate investment trust" means a corporation, trust or association taxed as a real estate investment trust pursuant to Section 857 of the Internal Revenue Code, the shares or beneficial interests of which are not regularly traded on an established securities market; provided that more than fifty percent of any class of beneficial interests or shares of the real estate investment trust are owned directly, indirectly or constructively by the taxpayer during all or a part of the taxpayer's taxable year;

E. "common ownership" means the direct or indirect control or ownership of more than fifty percent of the

outstanding voting stock, ownership of which is determined pursuant to Section 1563 of the Internal Revenue Code, as that section may be amended or renumbered, of:

(1) a parent-subsidiary controlled group as defined in Section 1563 of the Internal Revenue Code, except that fifty percent shall be substituted for eighty percent;

(2) a brother-sister controlled group as defined in Section 1563 of the Internal Revenue Code; or

(3) three or more corporations each of which is a member of a group of corporations described in Paragraph (1) or (2) of this subsection, and one of which is:

(a) a common parent corporation included in a group of corporations described in Paragraph (1) of this subsection; and

(b) included in a group of corporations described in Paragraph (2) of this subsection;

F. "consolidated group" means the group of entities properly filing a federal consolidated return under the Internal Revenue Code for the taxable year;

G. "corporation" means corporations, joint stock companies, real estate trusts organized and operated under the Real Estate Trust Act, financial corporations and banks, other business associations and, for corporate income tax purposes, partnerships and limited liability companies taxed as corporations under the Internal Revenue Code;

H. "department" means the taxation and revenue department, the secretary of taxation and revenue or any employee of the department exercising authority lawfully delegated to that employee by the secretary;

I. "filing group" means a group of corporations properly included in a return pursuant to Section 7-2A-8.3 NMSA 1978 for a particular taxable year;

J. "fiscal year" means any accounting period of twelve months ending on the last day of any month other than December;

K. "grandfathered net operating loss carryover" means:

(1) the amount of net loss properly reported to New Mexico for taxable years beginning January 1, 2013 and prior to January 1, 2020 as part of a timely filed original return, or an amended return for those taxable years filed prior to January 1, 2020, to the extent such loss can be attributed to one or more corporations that are properly included in the taxpayer's return for the first taxable year beginning on or after January 1, 2020;

(2) reduced by:

(a) adding back deductions that were taken by the corporation or corporations for royalties or interest paid to one or more related corporations, but only to the extent that such adjustment would not create a net

loss for such related corporations; and

(b) the amount of net operating loss deductions taken prior to January 1, 2020 that would be charged against those losses consistent with the Internal Revenue Code and provisions of the Corporate Income and Franchise Tax Act applicable to the year of the deduction; and

(3) apportioned to New Mexico using the apportionment factors that can properly be attributed to the corporation or corporations for the year of the net loss;

L. "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended;

M. "net income" means:

(1) the base income of a corporation properly filing a tax return as a separate entity; or

(2) the combined base income and losses of corporations that are part of a filing group that is computed after eliminating intercompany income and expense in a manner consistent with the consolidated filing requirements of the Internal Revenue Code and the Corporate Income and Franchise Tax Act;

N. "net operating loss carryover" means the apportioned net loss properly reported on an original or amended tax return for taxable years beginning on or after January 1, 2020 by the taxpayer:

(1) plus:

(a) the portion of an apportioned net loss properly reported to New Mexico for a taxable year beginning on or after January 1, 2020, on a separate year return, to the extent the taxpayer would have been entitled to include the portion of such apportioned net loss in the taxpayer's consolidated net operating loss carryforward under the Internal Revenue Code if the taxpayer filed a consolidated federal return; and

(b) the taxpayer's grandfathered net operating loss carryover; and

(2) minus:

(a) the amount of the net operating loss carryover attributed to an entity that has left the filing group, computed in a manner consistent with the consolidated filing requirements of the Internal Revenue Code and applicable regulations, as if the taxpayer were filing a consolidated return; and

(b) the amount of net operating loss deductions properly taken by the taxpayer;

O. "net operating loss deduction" means the portion of the net operating loss carryover that may be deducted from the taxpayer's apportioned net income under the Internal Revenue Code as of January 1, 2018 for the taxable year in which the deduction is taken, including the eighty

percent limitation of Section 172(a) of the Internal Revenue Code as of January 1, 2018 calculated on the basis of the taxpayer's apportioned net income;

P. "person" means any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, limited liability company, joint venture, syndicate or other association; "person" also means, to the extent permitted by law, any federal, state or other governmental unit or subdivision or agency, department or instrumentality thereof;

Q. "real estate investment trust" has the meaning ascribed to the term in Section 856 of the Internal Revenue Code, as that section may be amended or renumbered;

R. "related corporation" means a corporation that is under common ownership with one or more corporations but that is not included in the same tax return;

S. "return" means any tax or information return, including a water's-edge or worldwide combined return, a consolidated return, a declaration of estimated tax or a claim for refund, including any amendments or supplements to the return, required or permitted pursuant to a law subject to administration and enforcement pursuant to the Tax Administration Act and filed with the department by or on behalf of any person;

T. "secretary" means the secretary of taxation and

revenue or the secretary's delegate;

U. "separate year return" means a properly filed original or amended return for a taxable year beginning on or after January 1, 2020 by a taxpayer reporting a loss, a portion of which is claimed as part of the net operating loss carryover by another taxpayer in a subsequent return period;

V. "state" means any state of the United States, the District of Columbia, the commonwealth of Puerto Rico, any territory or possession of the United States or political subdivision thereof or any political subdivision of a foreign country;

W. "state or local bond" means a bond issued by a state other than New Mexico or by a local government other than one of New Mexico's political subdivisions, the interest from which is excluded from income for federal income tax purposes under Section 103 of the Internal Revenue Code, as that section may be amended or renumbered;

X. "taxable income" means a taxpayer's apportioned net income minus the net operating loss deduction for the taxable year;

Y. "taxable year" means the calendar year or fiscal year upon the basis of which the net income is computed under the Corporate Income and Franchise Tax Act and includes, in the case of the return made for a fractional part of a year under the provisions of that act, the period

for which the return is made;

Z. "taxpayer" means any corporation or group of corporations filing a return pursuant to Section 7-2A-8.3 NMSA 1978 subject to the taxes imposed by the Corporate Income and Franchise Tax Act;

AA. "unitary group" means a group of two or more corporations, including a captive real estate investment trust, but not including an S corporation, an insurance company subject to the provisions of the New Mexico Insurance Code, an insurance company that would be subject to the New Mexico Insurance Code if the insurance company engaged in business in this state or a real estate investment trust that is not a captive real estate investment trust, that are:

(1) related through common ownership; and

(2) economically interdependent with one another as demonstrated by the following factors:

(a) centralized management;

(b) functional integration; and

(c) economies of scale;

BB. "water's-edge group" means all corporations that are part of a unitary group, except:

(1) corporations that are exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978; and

(2) corporations wherever organized or

incorporated that have less than twenty percent of their property, payroll and sales sourced to locations within the United States, following the sourcing rules of the Uniform Division of Income for Tax Purposes Act; and

CC. "worldwide combined group" means all members of a unitary group, except members that are exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978, irrespective of the country in which the corporations are incorporated or conduct business activity."

SECTION 53. Section 7-9-73.2 NMSA 1978 (being Laws 1998, Chapter 95, Section 2 and Laws 1998, Chapter 99, Section 4, as amended) is amended to read:

"7-9-73.2. DEDUCTION--GROSS RECEIPTS TAX AND GOVERNMENTAL GROSS RECEIPTS TAX--PRESCRIPTION DRUGS--OXYGEN--CANNABIS.--

A. Receipts from the sale of prescription drugs and oxygen and oxygen services provided by a licensed medicare durable medical equipment provider and cannabis products that are sold in accordance with the Lynn and Erin Compassionate Use Act may be deducted from gross receipts and governmental gross receipts.

B. For the purposes of this section, "prescription drugs" means insulin and substances that are:

(1) dispensed by or under the supervision of a licensed pharmacist or by a physician or other person

authorized under state law to do so;

(2) prescribed for a specified person by a person authorized under state law to prescribe the substance; and

(3) subject to the restrictions on sale contained in Subparagraph 1 of Subsection (b) of 21 USCA 353."

SECTION 54. Section 9-11-12.1 NMSA 1978 (being Laws 1997, Chapter 64, Section 1, as amended) is amended to read:

"9-11-12.1. TRIBAL COOPERATIVE AGREEMENTS.--

A. The secretary may enter into cooperative agreements with the Pueblos of Acoma, Cochiti, Jemez, Isleta, Laguna, Nambe, Picuris, Pojoaque, Sandia, San Felipe, San Ildefonso, San Juan, Santa Ana, Santa Clara, Santo Domingo, Taos, Tesuque, Zia and Zuni; the Jicarilla Apache Nation; the Mescalero Apache Tribe; and the nineteen pueblos acting collectively for the exchange of information and the reciprocal, joint or common enforcement, administration, collection, remittance and audit of gross receipts tax and cannabis excise tax revenues of the party jurisdictions.

B. Money collected by the department on behalf of a tribe in accordance with an agreement entered into pursuant to this section is not money of this state and shall be collected and disbursed in accordance with the terms of the agreement, notwithstanding any other provision of law.

C. The secretary is empowered to promulgate such rules and to establish such procedures as the secretary deems appropriate for the collection and disbursement of funds due a tribe and for the receipt of money collected by a tribe for the account of this state under the terms of a cooperative agreement entered into under the authority of this section, including procedures for identification of taxpayers or transactions that are subject only to the taxing authority of the tribe, taxpayers or transactions that are subject only to the taxing authority of this state and taxpayers or transactions that are subject to the taxing authority of both party jurisdictions.

D. Nothing in an agreement entered into pursuant to this section shall be construed as authorizing this state or a tribe to tax a person or transaction that federal law prohibits that government from taxing, authorizing a state or tribal court to assert jurisdiction over a person who is not otherwise subject to that court's jurisdiction or affecting any issue of the respective civil or criminal jurisdictions of this state or the tribe. Nothing in an agreement entered into pursuant to this section shall be construed as an assertion or an admission by either this state or a tribe that the taxes of one have precedence over the taxes of the other when a person or transaction is subject to the taxing authority of both governments. An agreement entered into

pursuant to this section shall be construed solely as an agreement between the two party governments and shall not alter or affect the government-to-government relations between this state and any other tribe.

E. As used in this section:

(1) "tribal" means of or pertaining to a tribe; and

(2) "tribe" means an Indian nation, tribe or pueblo located entirely in New Mexico."

SECTION 55. Section 9-16-4 NMSA 1978 (being Laws 1983, Chapter 297, Section 20, as amended) is amended to read:

"9-16-4. DEPARTMENT ESTABLISHED.--The "regulation and licensing department" is created in the executive branch. The department shall not be a cabinet department. The department shall consist of but not be limited to the following divisions:

A. the administrative services division;

B. the construction industries division;

C. the financial institutions division;

D. the securities division;

E. the manufactured housing division;

F. the alcoholic beverage control division; and

G. the cannabis control division."

SECTION 56. Section 9-16-6 NMSA 1978 (being Laws 1983, Chapter 297, Section 22, as amended) is amended to read:

"9-16-6. SUPERINTENDENT--DUTIES AND GENERAL POWERS.--

A. The superintendent is responsible to the governor for the operation of the department. It is the superintendent's duty to manage all operations of the department and to administer and enforce the laws with which the superintendent, the department or a division of the department is charged.

B. To perform the superintendent's duties, the superintendent has every power expressly enumerated in the laws, whether granted to the superintendent or the department or any division of the department, except where authority conferred upon any division is explicitly exempted from the superintendent's authority by statute. In accordance with these provisions, the superintendent shall:

(1) except as otherwise provided in the Regulation and Licensing Department Act, exercise general supervisory and appointing authority over all department employees, subject to any applicable personnel laws and regulations;

(2) delegate authority to subordinates as the superintendent deems necessary and appropriate, clearly delineating such delegated authority and the limitations thereto;

(3) organize the department into those organizational units the superintendent deems will enable it

to function most efficiently, subject to any provisions of law requiring or establishing specific organizational units;

(4) within the limitations of available appropriations and applicable laws, employ and fix the compensation of those persons necessary to discharge the superintendent's duties;

(5) take administrative action by issuing orders and instructions, not inconsistent with the law, to assure implementation of and compliance with the provisions of law for whose administration or execution the superintendent is responsible and to enforce those orders and instructions by appropriate administrative action or actions in the courts;

(6) conduct research and studies that will improve the operations of the department and the provision of services to the residents of the state;

(7) provide courses of instruction and practical training for employees of the department and other persons involved in the administration of programs, with the objective of improving the operations and efficiency of administration;

(8) prepare an annual budget of the department;

(9) provide administratively attached agencies assistance as necessary to:

(a) minimize or eliminate duplication of services and jurisdictional conflicts;

(b) coordinate activities and resolve problems of mutual concern; and

(c) provide implementation of licensure processes, budgeting, recordkeeping, procurement, contracting, hiring and supervision of staff and related administrative and clerical assistance for administratively attached agencies; and

(10) appoint, with the governor's consent, a "director" for each division. These appointed positions are exempt from the provisions of the Personnel Act. Persons appointed to these positions shall serve at the pleasure of the superintendent.

C. The superintendent may apply for and receive, with the governor's approval, in the name of the department any public or private funds, including United States government funds, available to the department to carry out its programs, duties or services.

D. The superintendent may make and adopt such reasonable and procedural rules as may be necessary to carry out the duties of the department and its divisions; provided that where a licensing entity requires submission of fingerprints as part of the initial license application, and a licensee has provided fingerprints and the license has been

issued, the licensing entity shall not require a licensee to submit fingerprints again to renew the license, but a licensee shall submit to a background investigation if required; and provided further that the prohibition against requiring additional fingerprints shall not apply to the financial institutions division of the department when utilizing the nationwide multistate licensing system and registry.

E. No rule promulgated by the director of any division in carrying out the functions and duties of the department or a division shall be effective until approved by the superintendent, unless otherwise provided by statute. Unless otherwise provided by statute, all rules adopted, amended or repealed by the superintendent or the director of any division shall have notice provided and be conducted and filed in accordance with the State Rules Act."

SECTION 57. Section 24-16-12 NMSA 1978 (being Laws 2007, Chapter 20, Section 4, as amended) is amended to read:

"24-16-12. SMOKING-PERMITTED AREAS.--Notwithstanding any other provision of the Dee Johnson Clean Indoor Air Act, smoking-permitted areas include the following:

A. a private residence, unless it is used commercially to provide child care, adult care or health care or any combination of those activities;

B. a retail tobacco store; provided that, for a

retail tobacco store established on or after the effective date of this 2019 act, the store shall be located in a standalone building;

C. a cigar bar; provided that, for a cigar bar established on or after June 14, 2019, the bar shall be located in a standalone building;

D. the facilities of a tobacco manufacturing company licensed by the United States to manufacture tobacco products that are operated by the company in its own name and that are used exclusively by the company in its business of manufacturing, marketing or distributing its tobacco products; provided that secondhand smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited under the Dee Johnson Clean Indoor Air Act;

E. a state-licensed gaming facility, casino or bingo parlor;

F. designated outdoor smoking areas;

G. private clubs;

H. hotel and motel rooms that are rented to guests and are designated as smoking-permitted rooms; provided that not more than ten percent of rooms rented to guests in a hotel or motel may be so designated;

I. a site that is being used in connection with the practice of cultural or ceremonial activities by Native

Americans and that is in accordance with the federal American Indian Religious Freedom Act, 42 U.S.C. 1996 and 1996a;

J. a theatrical stage or a motion picture or television production set when it is necessary for performers to smoke as part of the production; and

K. an indoor or outdoor cannabis consumption area pursuant to the Cannabis Regulation Act."

SECTION 58. Section 26-2B-3 NMSA 1978 (being Laws 2007, Chapter 210, Section 3, as amended) is amended to read:

"26-2B-3. DEFINITIONS.--As used in the Lynn and Erin Compassionate Use Act:

A. "adequate supply" means an amount of cannabis, in any form approved by the department, possessed by a qualified patient or collectively possessed by a qualified patient and the qualified patient's primary caregiver that is determined by rule of the department to be no more than reasonably necessary to ensure the uninterrupted availability of cannabis for a period of three months and that is derived solely from an intrastate source;

B. "cannabis":

(1) means all parts of the plant Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture,

salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; the sterilized seed of the plant that is incapable of germination; the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product; or hemp;

C. "cannabis extract":

(1) means a product obtained by separating resins from cannabis by solvent extraction using solvents other than vegetable glycerin, such as butane, hexane, isopropyl alcohol, ethanol or carbon dioxide; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

D. "cannabis flowers" means only the flowers of a cannabis plant;

E. "cannabis product":

(1) means a product that contains cannabis, including edible or topical products that may also contain other ingredients; and

(2) does not include the weight of any other

ingredient combined with cannabis or cannabis extract to prepare topical or oral administrations, food, drink or another product;

F. "debilitating medical condition" means:

(1) cancer;

(2) glaucoma;

(3) multiple sclerosis;

(4) damage to the nervous tissue of the spinal cord, with objective neurological indication of intractable spasticity;

(5) seizure disorder, including epilepsy;

(6) positive status for human immunodeficiency virus or acquired immune deficiency syndrome;

(7) admitted into hospice care in accordance with rules promulgated by the department;

(8) amyotrophic lateral sclerosis;

(9) Crohn's disease;

(10) hepatitis C infection;

(11) Huntington's disease;

(12) inclusion body myositis;

(13) inflammatory autoimmune-mediated arthritis;

(14) intractable nausea or vomiting;

(15) obstructive sleep apnea;

(16) painful peripheral neuropathy;

(17) Parkinson's disease;

(18) posttraumatic stress disorder;

(19) severe chronic pain;

(20) severe anorexia or cachexia;

(21) spasmodic torticollis;

(22) ulcerative colitis; or

(23) any other medical condition, medical treatment or disease as approved by the department;

G. "department" means the department of health;

H. "division" means the cannabis control division of the regulation and licensing department;

I. "dry weight basis" means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant, at the point of harvest and with no moisture added to the harvested plant;

J. "hemp" means the plant genus Cannabis and any part of the plant, whether growing or not, containing a delta-9-tetrahydrocannabinol concentration of no more than three-tenths percent on a dry weight basis;

K. "medical cannabis program" means the program

established pursuant to the Lynn and Erin Compassionate Use Act for authorization and regulation of the medical use of cannabis in the state;

L. "practitioner" means a person licensed in New Mexico to prescribe and administer drugs that are subject to the Controlled Substances Act;

M. "primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who has been designated by the patient's practitioner as being necessary to take responsibility for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the provisions of the Lynn and Erin Compassionate Use Act;

N. "qualified patient" means a resident of New Mexico who has been diagnosed by a practitioner as having a debilitating medical condition and has received written certification and a registry identification card pursuant to the Lynn and Erin Compassionate Use Act on the basis of having been diagnosed, in person or via telemedicine, by a practitioner as having a debilitating medical condition;

O. "reciprocal participant" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory

or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

P. "registry identification card" means a document that the department issues:

(1) to a qualified patient that identifies the bearer as a qualified patient and authorizes the qualified patient to use cannabis for a debilitating medical condition; or

(2) to a primary caregiver that identifies the bearer as a primary caregiver authorized to engage in the intrastate possession and administration of cannabis for the sole use of a qualified patient who is identified on the document;

Q. "safety-sensitive position" means a position in which performance by a person under the influence of drugs or alcohol would constitute an immediate or direct threat of injury or death to that person or another;

R. "telemedicine" means the use of telecommunications and information technology to provide clinical health care from a site apart from the site where the patient is located, in real time or asynchronously, including the use of interactive simultaneous audio and video

or store-and-forward technology, or off-site patient monitoring and telecommunications in order to deliver health care services;

S. "THC" means delta-9-tetrahydrocannabinol, a substance that is the primary psychoactive ingredient in cannabis; and

T. "written certification" means a statement made on a department-approved form and signed by a patient's practitioner that indicates, in the practitioner's professional opinion, that the patient has a debilitating medical condition and the practitioner believes that the potential health benefits of the medical use of cannabis would likely outweigh the health risks for the patient."

SECTION 59. Section 26-2B-4 NMSA 1978 (being Laws 2007, Chapter 210, Section 4, as amended) is amended to read:

"26-2B-4. EXEMPTION FROM CRIMINAL AND CIVIL PENALTIES FOR THE MEDICAL USE OF CANNABIS.--

A. A qualified patient or a qualified patient's primary caregiver shall not be subject to arrest, prosecution or penalty in any manner for the possession of or the medical use of cannabis if the quantity of cannabis does not exceed an adequate supply; provided that a qualified patient or the qualified patient's primary caregiver may possess that qualified patient's harvest of cannabis.

B. A reciprocal participant shall not be subject

to arrest, prosecution or penalty in any manner for the possession of or the medical use of cannabis if the quantity of cannabis does not exceed the limit identified by department rule.

C. The following conduct is lawful and shall not constitute grounds for detention, search or arrest of a person or for a violation of probation or parole, and cannabis products that relate to the conduct are not contraband or subject to seizure or forfeiture pursuant to the Controlled Substances Act or the Forfeiture Act:

(1) a qualified patient or primary caregiver possessing or transporting not more than an adequate supply or a reciprocal participant possessing or transporting not more than the limit identified by department rule;

(2) a qualified patient or primary caregiver purchasing or obtaining not more than an adequate supply from a lawful source or a reciprocal participant purchasing or obtaining not more than the limit identified by department rule;

(3) a qualified patient or reciprocal participant using or being under the influence of cannabis; provided that the qualified patient or reciprocal participant is acting consistent with law; or

(4) a qualified patient, primary caregiver or reciprocal participant transferring, without financial

consideration, to a qualified patient, primary caregiver or reciprocal participant not more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis.

D. Subsection A of this section shall not apply to a qualified patient under the age of eighteen years, unless:

(1) the qualified patient's practitioner has explained the potential risks and benefits of the medical use of cannabis to the qualified patient and to a parent, guardian or other person having legal custody of the qualified patient; and

(2) a parent, guardian or other person having legal custody consents in writing to:

(a) allow the qualified patient's medical use of cannabis;

(b) serve as the qualified patient's primary caregiver; and

(c) control the dosage and the frequency of the medical use of cannabis by the qualified patient.

E. A qualified patient or a primary caregiver shall be granted the full legal protections provided in this section if the qualified patient or primary caregiver is in possession of a registry identification card. If the qualified patient or primary caregiver is not in possession

of a registry identification card, the qualified patient or primary caregiver shall be given an opportunity to produce the registry identification card before any arrest or criminal charges or other penalties are initiated.

F. A practitioner shall not be subject to arrest or prosecution, penalized in any manner or denied any right or privilege for recommending the medical use of cannabis or providing written certification for the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act.

G. Any property interest that is possessed, owned or used in connection with the medical use of cannabis, or acts incidental to such use, shall not be harmed, neglected, injured or destroyed while in the possession of state or local law enforcement officials. Such property interest shall not be forfeited under any state or local law providing for the forfeiture of property except as provided in the Forfeiture Act. Cannabis, paraphernalia or other property seized from a qualified patient, primary caregiver or reciprocal participant in connection with the claimed medical use of cannabis shall be returned immediately upon the determination by a court or prosecutor that the qualified patient, primary caregiver or reciprocal participant is entitled to the protections of the provisions of the Lynn and Erin Compassionate Use Act, as may be evidenced by a failure to actively investigate the case, a decision not to

prosecute, the dismissal of charges or acquittal.

H. A person shall not be subject to arrest or prosecution for a cannabis-related offense for simply being in the presence of the medical use of cannabis as allowed under the provisions of the Lynn and Erin Compassionate Use Act."

SECTION 60. Section 26-2B-5 NMSA 1978 (being Laws 2007, Chapter 210, Section 5, as amended by Laws 2019, Chapter 247, Section 5 and by Laws 2019, Chapter 261, Section 2) is amended to read:

"26-2B-5. PROHIBITIONS, RESTRICTIONS AND LIMITATIONS ON THE MEDICAL USE OF CANNABIS--CRIMINAL PENALTIES.--

A. Participation in a medical use of cannabis program by a qualified patient, primary caregiver or reciprocal participant does not relieve the qualified patient, primary caregiver or reciprocal participant from:

(1) criminal prosecution or civil penalties for activities not authorized in the Lynn and Erin Compassionate Use Act;

(2) liability for damages or criminal prosecution arising out of the operation of a vehicle while under the influence of cannabis; or

(3) criminal prosecution or civil penalty for possession or use of cannabis:

(a) in the workplace of the qualified

patient's, primary caregiver's or reciprocal participant's employment; or

(b) at a public park, recreation center, youth center or other public place.

B. A person who makes a fraudulent representation to a law enforcement officer about the person's participation in a medical use of cannabis program to avoid arrest or prosecution for a cannabis-related offense is guilty of a petty misdemeanor and shall be sentenced in accordance with the provisions of Section 31-19-1 NMSA 1978."

SECTION 61. Section 26-2B-6.1 NMSA 1978 (being Laws 2019, Chapter 247, Section 8) is amended to read:

"26-2B-6.1. ASSESSMENT REPORTING.--In consultation with qualified patients and primary caregivers, the department shall produce an assessment report annually, which shall be published to the public and that includes at a minimum an evaluation of:

A. the affordability of and accessibility to medical cannabis pursuant to the Lynn and Erin Compassionate Use Act; and

B. the needs of qualified patients who live in rural areas, federal subsidized housing or New Mexico Indian nations, tribes or pueblos."

SECTION 62. Section 26-2B-7 NMSA 1978 (being Laws 2007, Chapter 210, Section 7, as amended) is amended to read:

"26-2B-7. REGISTRY IDENTIFICATION CARDS--DEPARTMENT RULES--DUTIES--RECIPROCITY.--

A. After consultation with the advisory board, the department shall promulgate rules in accordance with the State Rules Act to implement the purpose of the Lynn and Erin Compassionate Use Act. The rules shall:

(1) govern the manner in which the department will consider applications for registry identification cards and for the renewal of identification cards for qualified patients and primary caregivers;

(2) define the amount of cannabis that is necessary to constitute an adequate supply, including amounts for topical treatments;

(3) identify criteria and set forth procedures for including additional medical conditions, medical treatments or diseases to the list of debilitating medical conditions that qualify for the medical use of cannabis. Procedures shall include a petition process and shall allow for public comment and public hearings before the advisory board;

(4) set forth additional medical conditions, medical treatments or diseases to the list of debilitating medical conditions that qualify for the medical use of cannabis as recommended by the advisory board;

(5) determine additional duties and

responsibilities of the advisory board; and

(6) be revised and updated as necessary.

B. The department shall issue registry identification cards to a patient and to the primary caregiver for that patient, if any, who submit the following, in accordance with the department's rules:

(1) a written certification;

(2) the name, address and date of birth of the patient;

(3) the name, address and telephone number of the patient's practitioner; and

(4) the name, address and date of birth of the patient's primary caregiver, if any.

C. The department shall verify the information contained in an application submitted pursuant to Subsection B of this section and shall approve or deny an application within thirty days of receipt. The department may deny an application only if the applicant did not provide the information required pursuant to Subsection B of this section or if the department determines that the information provided is false. A person whose application has been denied shall not reapply for six months from the date of the denial unless otherwise authorized by the department.

D. The department shall issue a registry identification card within five days of approving an

application, and a card shall expire three years after the date of issuance.

E. A registry identification card shall contain:

(1) the name and date of birth of the qualified patient and primary caregiver, if any;

(2) the date of issuance and expiration date of the registry identification card; and

(3) other information that the department may require by rule.

F. A person who possesses a registry identification card shall notify the department of any change in the person's name, qualified patient's practitioner, qualified patient's primary caregiver or change in status of the qualified patient's debilitating medical condition within ten days of the change.

G. Possession of or application for a registry identification card shall not constitute probable cause or give rise to reasonable suspicion for a governmental agency to search the person or property of the person possessing or applying for the card.

H. The department shall maintain a confidential file containing the names and addresses of the persons who have either applied for or received a registry identification card. Individual names on the list shall be confidential and not subject to disclosure, except:

(1) to authorized employees or agents of the department as necessary to perform the duties of the department pursuant to the provisions of the Lynn and Erin Compassionate Use Act;

(2) to authorized employees of state or local law enforcement agencies, but only for the purpose of verifying that a person is lawfully in possession of a registry identification card;

(3) to the division; or

(4) as provided in the federal Health Insurance Portability and Accountability Act of 1996.

I. By March 1, 2020, the secretary of health shall adopt and promulgate rules relating to medical cannabis program reciprocity. The department may identify requirements for the granting of reciprocity, including provisions limiting the period of time in which a reciprocal participant may participate in the medical cannabis program.

J. A reciprocal participant:

(1) may participate in the medical cannabis program in accordance with department rules;

(2) shall not be required to comply with the registry identification card application and renewal requirements established pursuant to this section and department rules;

(3) shall at all times possess proof of

authorization to participate in the medical cannabis program of another state, the District of Columbia, a territory or commonwealth of the United States or a New Mexico Indian nation, tribe or pueblo and shall present proof of that authorization when purchasing cannabis from a person licensed pursuant to the Cannabis Regulation Act; and

(4) shall register with a person licensed pursuant to the Cannabis Regulation Act for the purpose of tracking sales to the reciprocal participant in an electronic system that is accessible to the department."

SECTION 63. Section 30-31-2 NMSA 1978 (being Laws 1972, Chapter 84, Section 2, as amended) is amended to read:

"30-31-2. DEFINITIONS.--As used in the Controlled Substances Act:

A. "administer" means the direct application of a controlled substance by any means to the body of a patient or research subject by a practitioner or the practitioner's agent;

B. "agent" includes an authorized person who acts on behalf of a manufacturer, distributor or dispenser. It does not include a common or contract carrier, public warehouseperson or employee of the carrier or warehouseperson;

C. "board" means the board of pharmacy;

D. "bureau" means the narcotic and dangerous drug

section of the criminal division of the United States department of justice, or its successor agency;

E. "controlled substance" means a drug or substance listed in Schedules I through V of the Controlled Substances Act or rules adopted thereto;

F. "counterfeit substance" means a controlled substance that bears the unauthorized trademark, trade name, imprint, number, device or other identifying mark or likeness of a manufacturer, distributor or dispenser other than the person who in fact manufactured, distributed or dispensed the controlled substance;

G. "deliver" means the actual, constructive or attempted transfer from one person to another of a controlled substance or controlled substance analog, whether or not there is an agency relationship;

H. "dispense" means to deliver a controlled substance to an ultimate user or research subject pursuant to the lawful order of a practitioner, including the administering, prescribing, packaging, labeling or compounding necessary to prepare the controlled substance for that delivery;

I. "dispenser" means a practitioner who dispenses and includes hospitals, pharmacies and clinics where controlled substances are dispensed;

J. "distribute" means to deliver other than by

administering or dispensing a controlled substance or controlled substance analog;

K. "drug" or "substance" means substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States or official national formulary or any respective supplement to those publications. It does not include devices or their components, parts or accessories;

L. "manufacture" means the production, preparation, compounding, conversion or processing of a controlled substance or controlled substance analog by extraction from substances of natural origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis and includes any packaging or repackaging of the substance or labeling or relabeling of its container, except that this term does not include the preparation or compounding of a controlled substance:

(1) by a practitioner as an incident to administering or dispensing a controlled substance in the course of the practitioner's professional practice; or

(2) by a practitioner, or by the practitioner's agent under the practitioner's supervision, for the purpose of or as an incident to research, teaching or chemical analysis and not for sale;

M. "narcotic drug" means any of the following,

whether produced directly or indirectly by extraction from substances of vegetable origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis:

(1) opium and opiate and any salt, compound, derivative or preparation of opium or opiate;

(2) any salt, compound, isomer, derivative or preparation that is a chemical equivalent of any of the substances referred to in Paragraph (1) of this subsection, except the isoquinoline alkaloids of opium;

(3) opium poppy and poppy straw, including all parts of the plant of the species Papaver somniferum L. except its seeds; or

(4) coca leaves and any salt, compound, derivative or preparation of coca leaves, any salt, compound, isomer, derivative or preparation that is a chemical equivalent of any of these substances except decocainized coca leaves or extractions of coca leaves that do not contain cocaine or ecgonine;

N. "opiate" means any substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having addiction-forming or addiction-sustaining liability. "Opiate" does not include, unless specifically designated as controlled under Section 30-31-5 NMSA 1978, the

dextrorotatory isomer of 3-methoxy-n-methylmorphinan and its salts, dextromethorphan. "Opiate" does include its racemic and levorotatory forms;

O. "person" means an individual, partnership, corporation, association, institution, political subdivision, government agency or other legal entity;

P. "practitioner" means a physician, certified advanced practice chiropractic physician, doctor of oriental medicine, dentist, physician assistant, certified nurse practitioner, clinical nurse specialist, certified nurse-midwife, prescribing psychologist, veterinarian, euthanasia technician, pharmacist, pharmacist clinician or other person licensed or certified to prescribe and administer drugs that are subject to the Controlled Substances Act;

Q. "prescription" means an order given individually for the person for whom is prescribed a controlled substance, either directly from a licensed practitioner or the practitioner's agent to the pharmacist, including by means of electronic transmission, or indirectly by means of a written order signed by the prescriber, bearing the name and address of the prescriber, the prescriber's license classification, the name and address of the patient, the name and quantity of the drug prescribed, directions for use and the date of issue and in accordance with the Controlled Substances Act or rules adopted thereto;

R. "scientific investigator" means a person registered to conduct research with controlled substances in the course of the person's professional practice or research and includes analytical laboratories;

S. "ultimate user" means a person who lawfully possesses a controlled substance for the person's own use or for the use of a member of the person's household or for administering to an animal under the care, custody and control of the person or by a member of the person's household;

T. "drug paraphernalia" means, except as to use in accordance with the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, all equipment, products and materials of any kind that are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance or controlled substance analog in violation of the Controlled Substances Act. It includes:

(1) kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting any species of plant that is a controlled

substance or controlled substance analog or from which a controlled substance can be derived;

(2) kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances or controlled substance analogs;

(3) isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant that is a controlled substance;

(4) testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances or controlled substance analogs;

(5) scales or balances used, intended for use or designed for use in weighing or measuring controlled substances or controlled substance analogs;

(6) diluents and adulterants, such as quinine hydrochloride, mannitol, mannite dextrose and lactose, used, intended for use or designed for use in cutting controlled substances or controlled substance analogs;

(7) blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances or controlled substance analogs;

(8) capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances or controlled substance analogs;

(9) containers and other objects used, intended for use or designed for use in storing or concealing controlled substances or controlled substance analogs;

(10) hypodermic syringes, needles and other objects used, intended for use or designed for use in parenterally injecting controlled substances or controlled substance analogs into the human body;

(11) objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing cocaine into the human body, such as:

(a) metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent screens, hashish heads or punctured metal bowls;

(b) water pipes;

(c) carburetion tubes and devices;

(d) smoking and carburetion masks;

(e) miniature cocaine spoons and cocaine vials;

(f) chamber pipes;

(g) carburetor pipes;

(h) electric pipes;

(i) air-driven pipes;

(j) chilams;

(k) bongs; or

(l) ice pipes or chillers; and

(12) in determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

(a) statements by the owner or by anyone in control of the object concerning its use;

(b) the proximity of the object, in time and space, to a direct violation of the Controlled Substances Act or any other law relating to controlled substances or controlled substance analogs;

(c) the proximity of the object to controlled substances or controlled substance analogs;

(d) the existence of any residue of a controlled substance or controlled substance analog on the object;

(e) instructions, written or oral, provided with the object concerning its use;

(f) descriptive materials accompanying the object that explain or depict its use;

(g) the manner in which the object is displayed for sale; and

(h) expert testimony concerning its use;

U. "controlled substance analog" means a substance other than a controlled substance that has a chemical structure substantially similar to that of a controlled substance in Schedule I, II, III, IV or V or that was specifically designed to produce effects substantially similar to that of controlled substances in Schedule I, II, III, IV or V. Examples of chemical classes in which controlled substance analogs are found:

(1) include:

(a) phenethylamines;

(b) N-substituted piperidines;

(c) morphinans;

(d) ecgonines;

(e) quinazolinones;

(f) substituted indoles; and

(g) arylcycloalkylamines; and

(2) do not include those substances that are generally recognized as safe and effective within the meaning of the Federal Food, Drug, and Cosmetic Act or have been manufactured, distributed or possessed in conformance with the provisions of an approved new drug application or an exemption for investigational use within the meaning of Section 505 of the Federal Food, Drug, and Cosmetic Act;

V. "human consumption" includes application, injection, inhalation, ingestion or any other manner of introduction;

W. "drug-free school zone" means a public school, parochial school or private school or property that is used for a public, parochial or private school purpose and the area within one thousand feet of the school property line, but it does not mean any post-secondary school; and

X. "valid practitioner-patient relationship" means a professional relationship, as defined by the practitioner's licensing board, between the practitioner and the patient."

SECTION 64. Section 30-31-6 NMSA 1978 (being Laws 1972, Chapter 84, Section 6, as amended) is amended to read:

"30-31-6. SCHEDULE I.--The following controlled substances are included in Schedule I:

A. any of the following opiates, including their isomers, esters, ethers, salts, and salts of isomers, esters and ethers, unless specifically exempted, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

(1) acetylmethadol;

(2) allylprodine;

(3) alphacetylmethadol;

(4) alphameprodine;

(5) alphamethadol;

(6) benzethidine;

(7) betacetylmethadol;

(8) betameprodine;

(9) betamethadol;

(10) betaprodine;

(11) clonitazene;

(12) dextromoramide;

(13) dextrorphan;

(14) diampromide;

(15) diethylthiambutene;

(16) dimenoxadol;

(17) dimepheptanol;

(18) dimethylthiambutene;

(19) dioxaphetyl butyrate;

(20) dipipanone;

(21) ethylmethylthiambutene;

(22) etonitazene;

(23) etoxeridine;

(24) furethidine;

(25) hydroxypethidine;

(26) ketobemidone;

(27) levomoramide;

(28) levophenacylmorphan;

(29) morpheridine;

(30) noracymethadol;

(31) norlevorphanol;

(32) normethadone;

(33) norpipanone;

(34) phenadoxone;

(35) phenampromide;

(36) phenomorphan;

(37) phenoperidine;

(38) piritramide;

(39) proheptazine;

(40) properidine;

(41) racemoramide; and

(42) trimeperidine;

B. any of the following opium derivatives, their salts, isomers and salts of isomers, unless specifically exempted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) acetorphine;

(2) acetyldihydrocodeine;

(3) benzylmorphine;

(4) codeine methylbromide;

(5) codeine-N-oxide;

(6) cyprenorphine;

(7) desomorphine;

(8) dihydromorphine;

(9) etorphine;

(10) heroin;

(11) hydromorphinol;

(12) methyldesorphine;

(13) methyldihydromorphine;

(14) morphine methylbromide;

(15) morphine methylsulfonate;

(16) morphine-N-oxide;

(17) myrophine;

(18) nicocodeine;

(19) nicomorphine;

(20) normorphine;

(21) pholcodine; and

(22) thebacon;

C. any material, compound, mixture or preparation that contains any quantity of the following hallucinogenic substances, their salts, isomers and salts of isomers, unless specifically exempted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) 3,4-methylenedioxy amphetamine;

(2) 5-methoxy-3,4-methylenedioxy amphetamine;

(3) 3,4,5-trimethoxy amphetamine;

(4) bufotenine;

(5) diethyltryptamine;

(6) dimethyltryptamine;

(7) 4-methyl-2,5-dimethoxy amphetamine;

(8) ibogaine;

(9) lysergic acid diethylamide;

(10) mescaline;

(11) peyote, except as otherwise provided in the Controlled Substances Act;

(12) N-ethyl-3-piperidyl benzilate;

(13) N-methyl-3-piperidyl benzilate;

(14) psilocybin;

(15) psilocyn;

(16) synthetic cannabinoids, including:

(a) 1-[2-(4-(morpholinyl)ethyl] -3-(1-naphthoyl)indole;

(b) 1-butyl-3-(1-napthoyl)indole;

(c) 1-hexyl-3-(1-naphthoyl)indole;

(d) 1-pentyl-3-(1-naphthoyl)indole;

(e) 1-pentyl-3-(2-methoxyphenylacetyl) indole;

(f) cannabicyclohexanol (CP 47, 497 and homologues: 5-(1,1-dimethylheptyl)-2-[(1R,3S) -3-hydroxycyclohexyl]-phenol (CP-47,497); and 5-(1, 1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol;

(g) 6aR,10aR)-9-(hydroxymethyl)

-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,
10a-tetrahydrobenzo[c]chromen-1-ol);

(h) dexanabinol, (6aS,10aS)
-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)
-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol;

(i) 1-pentyl-3-(4-chloro naphthoyl)
indole;

(j) (2-methyl-1-propyl-1H-indol-3-yl)
-1-naphthalenyl-methanone; and

(k) 5-(1,1-dimethylheptyl)-2-(3-hydroxy
cyclohexyl)-phenol;

(17) 3,4-methylenedioxymethcathinone;

(18) 3,4-methylenedioxypyrovalerone;

(19) 4-methylmethcathinone;

(20) 4-methoxymethcathinone;

(21) 3-fluoromethcathinone; and

(22) 4-fluoromethcathinone;

D. the enumeration of peyote as a controlled substance does not apply to the use of peyote in bona fide religious ceremonies by a bona fide religious organization, and members of the organization so using peyote are exempt from registration. Any person who manufactures peyote for or distributes peyote to the organization or its members shall comply with the federal Comprehensive Drug Abuse Prevention and Control Act of 1970 and all other requirements of law;

E. the enumeration of Schedule I controlled substances does not apply to:

(1) hemp pursuant to rules promulgated by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture;

(2) cultivation of hemp by persons pursuant to rules promulgated by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture;

(3) tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, including tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols with concentrations of up to five percent as measured using a post-decarboxylation method and based on percentage dry weight, possessed by a person in connection with the cultivation, transportation, testing, researching, manufacturing or other processing of the plant Cannabis sativa L., or any part of the plant whether growing or not, if authorized pursuant to rules promulgated, pursuant to the Hemp Manufacturing Act, by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture or the department of environment; or

(4) tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, including

tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols in any concentration possessed by a person in connection with the extraction of tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, if authorized pursuant to rules promulgated, pursuant to the Hemp Manufacturing Act, by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture or the department of environment; and

F. controlled substances added to Schedule I by rule adopted by the board pursuant to Section 30-31-3 NMSA 1978."

SECTION 65. Section 30-31-7 NMSA 1978 (being Laws 1972, Chapter 84, Section 7, as amended) is amended to read:

"30-31-7. SCHEDULE II.--

A. The following controlled substances are included in Schedule II:

(1) any of the following substances, except those narcotic drugs listed in other schedules, whether produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by combination of extraction and chemical synthesis:

(a) opium and opiate, and any salt, compound, derivative or preparation of opium or opiate;

(b) any salt, compound, isomer, derivative or preparation thereof that is chemically equivalent or identical with any of the substances referred to in Subparagraph (a) of this paragraph, but not including the isoquinoline alkaloids of opium;

(c) opium poppy and poppy straw; and

(d) coca leaves and any salt, compound, derivative or preparation of coca leaves, and any salt, compound, derivative or preparation thereof that is chemically equivalent or identical with any of these substances, but not including decocainized coca leaves or extractions that do not contain cocaine or ecgonine;

(2) any of the following opiates, including their isomers, esters, ethers, salts and salts of isomers, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

(a) alphaprodine;

(b) anileridine;

(c) bezitramide;

(d) dihydrocodeine;

(e) diphenoxylate;

(f) fentanyl;

(g) hydromorphone;

(h) isomethadone;

(i) levomethorphan;

(j) levorphanol;

(k) meperidine;

(l) metazocine;

(m) methadone;

(n) methadone--intermediate, 4-cyano-2-dimethylamino-4, 4-diphenyl butane;

(o) moramide--intermediate, 2-methyl-3-morpholino-1, 1-diphenyl-propane-carboxylic acid;

(p) oxycodone;

(q) pethidine;

(r) pethidine--intermediate--A, 4-cyano-1-methyl-4-phenylpiperidine;

(s) pethidine--intermediate--B, ethyl-4-phenyl-piperidine-4-carboxylate;

(t) pethidine--intermediate--C, 1-methyl-4-phenylpiperidine-4-carboxylic acid;

(u) phenazocine;

(v) piminodine;

(w) racemethorphan; and

(x) racemorphan;

(3) unless listed in another schedule, any material, compound, mixture or preparation that contains any quantity of the following substances having a potential for abuse associated with a stimulant effect on the central nervous system:

(a) amphetamine, its salts, optical isomers and salts of its optical isomers;

(b) phenmetrazine and its salts;

(c) methamphetamine, its salts, isomers and salts of isomers; and

(d) methylphenidate; and

(4) controlled substances added to Schedule II by rule adopted by the board pursuant to Section 30-31-3 NMSA 1978.

B. Where methadone is prescribed, administered or dispensed by a practitioner of a drug abuse rehabilitation program while acting in the course of the practitioner's professional practice, or otherwise lawfully obtained or possessed by a person, such person shall not possess such methadone beyond the date stamped or typed on the label of the container of the methadone, nor shall any person possess methadone except in the container in which it was originally administered or dispensed to such person, and such container shall include a label showing the name of the prescribing physician or practitioner, the identity of methadone, the name of the ultimate user, the date when the methadone is to be administered to or used or consumed by the named ultimate user shown on the label and a warning on the label of the methadone container that the ultimate user must use, consume or administer to the ultimate user the methadone in such

container. Any person who violates this subsection is guilty of a felony and shall be punished by imprisonment for not less than one year nor more than five years, or by a fine of up to five thousand dollars ($5,000), or both."

SECTION 66. Section 30-31-21 NMSA 1978 (being Laws 1972, Chapter 84, Section 21, as amended) is amended to read:

"30-31-21. DISTRIBUTION TO A MINOR.--Except as authorized by the Controlled Substances Act, no person who is eighteen years of age or older shall intentionally distribute a controlled substance to a person under the age of eighteen years. Any person who violates this section with respect to a controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of any controlled substance enumerated in Schedule I, II, III or IV is:

(1) for the first offense, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) for the second and subsequent offenses, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978."

SECTION 67. Section 30-31-22 NMSA 1978 (being Laws 1972, Chapter 84, Section 22, as amended) is amended to read:

"30-31-22. CONTROLLED OR COUNTERFEIT SUBSTANCES--DISTRIBUTION PROHIBITED.--

A. Except as authorized by the Controlled

Substances Act, it is unlawful for a person to intentionally distribute or possess with intent to distribute a controlled substance or a controlled substance analog except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers. A person who violates this subsection with respect to:

(1) synthetic cannabinoids is:

(a) for the first offense, guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(b) for the second and subsequent offenses, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(c) for the first offense, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(d) for the second and subsequent offenses, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a second degree felony and shall be sentenced pursuant to the

provisions of Section 31-18-15 NMSA 1978;

(2) any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a controlled substance enumerated in Schedule I, II, III or IV except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers, is:

(a) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(b) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(3) a controlled substance enumerated in Schedule V or a controlled substance analog of a controlled substance enumerated in Schedule V is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than five hundred dollars ($500) or by imprisonment for a definite term not less than one hundred eighty days but less than one year, or both.

B. It is unlawful for a person to distribute gamma hydroxybutyric acid or flunitrazepam to another person

without that person's knowledge and with intent to commit a crime against that person, including criminal sexual penetration. For the purposes of this subsection, "without that person's knowledge" means the person is unaware that a substance with the ability to alter that person's ability to appraise conduct or to decline participation in or communicate unwillingness to participate in conduct is being distributed to that person. Any person who violates this subsection is:

(1) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

C. Except as authorized by the Controlled Substances Act, it is unlawful for a person to intentionally create or deliver, or possess with intent to deliver, a counterfeit substance. A person who violates this subsection with respect to:

(1) a counterfeit substance enumerated in Schedule I, II, III or IV is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) a counterfeit substance enumerated in

Schedule V is guilty of a petty misdemeanor and shall be punished by a fine of not more than one hundred dollars ($100) or by imprisonment for a definite term not to exceed six months, or both.

D. A person who knowingly violates Subsection A or C of this section while within a drug-free school zone with respect to:

(1) synthetic cannabinoids is:

(a) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(b) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(c) for the first offense, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(d) for the second and subsequent offenses, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(2) any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a controlled substance enumerated in Schedule I, II, III or IV except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers, is:

(a) for the first offense, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(b) for the second and subsequent offenses, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(3) a controlled substance enumerated in Schedule V or a controlled substance analog of a controlled substance enumerated in Schedule V is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(4) the intentional creation, delivery or possession with the intent to deliver:

(a) a counterfeit substance enumerated in Schedule I, II, III or IV is guilty of a third degree felony and shall be sentenced pursuant to the provisions of

Section 31-18-15 NMSA 1978; and

(b) a counterfeit substance enumerated in Schedule V is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) nor more than five hundred dollars ($500) or by imprisonment for a definite term not less than one hundred eighty days but less than one year, or both.

E. Notwithstanding the provisions of Subsection A of this section, distribution of a small amount of synthetic cannabinoids for no remuneration shall be treated as provided in Paragraph (1) of Subsection B of Section 30-31-23 NMSA 1978."

SECTION 68. Section 30-31-23 NMSA 1978 (being Laws 1972, Chapter 84, Section 23, as amended) is amended to read:

"30-31-23. CONTROLLED SUBSTANCES--POSSESSION PROHIBITED.--

A. It is unlawful for a person intentionally to possess a controlled substance unless the substance was obtained pursuant to a valid prescription or order of a practitioner while acting in the course of professional practice or except as otherwise authorized by the Controlled Substances Act. It is unlawful for a person intentionally to possess a controlled substance analog.

B. A person who violates this section with respect to:

(1) one ounce or less of synthetic cannabinoids is, for the first offense, guilty of a petty misdemeanor and shall be punished by a fine of not less than fifty dollars ($50.00) or more than one hundred dollars ($100) and by imprisonment for not more than fifteen days, and, for the second and subsequent offenses, is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both;

(2) more than one ounce and less than eight ounces of synthetic cannabinoids is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both; or

(3) eight ounces or more of synthetic cannabinoids is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

C. A minor who violates this section with respect to the substances listed in this subsection is guilty of a petty misdemeanor and, notwithstanding the provisions of Sections 32A-1-5 and 32A-2-19 NMSA 1978, shall be required to perform no more than forty-eight hours of community service.

For the third or subsequent violation by a minor of this section with respect to those substances, the provisions of Section 32A-2-19 NMSA 1978 shall govern punishment of the minor. As used in this subsection, "minor" means a person who is less than eighteen years of age. The provisions of this subsection apply to the following substances:

(1) synthetic cannabinoids;

(2) any of the substances listed in Paragraphs (17) through (22) of Subsection C of Section 30-31-6 NMSA 1978; or

(3) a substance added to Schedule I by a rule of the board adopted on or after March 31, 2011 if the board determines that the pharmacological effect of the substance, the risk to the public health by abuse of the substance and the potential of the substance to produce psychic or physiological dependence liability is similar to the substances described in Paragraph (1) or (2) of this subsection.

D. Except as provided in Subsections B and F of this section, and for those substances listed in Subsection E of this section, a person who violates this section with respect to any amount of any controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a substance enumerated in Schedule I, II, III or IV is guilty of a misdemeanor and shall be punished by a fine of

not less than five hundred dollars ($500) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both.

E. A person who violates this section with respect to phencyclidine as enumerated in Schedule III or a controlled substance analog of phencyclidine; methamphetamine, its salts, isomers or salts of isomers as enumerated in Schedule II or a controlled substance analog of methamphetamine, its salts, isomers or salts of isomers; flunitrazepam, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of flunitrazepam, including naturally occurring metabolites, its salts, isomers or salts of isomers; gamma hydroxybutyric acid and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of gamma hydroxybutyric acid, its salts, isomers or salts of isomers; gamma butyrolactone and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of gamma butyrolactone, its salts, isomers or salts of isomers; 1-4 butane diol and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule

I or a controlled substance analog of 1-4 butane diol, its salts, isomers or salts of isomers; or a narcotic drug enumerated in Schedule I or II or a controlled substance analog of a narcotic drug enumerated in Schedule I or II is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

F. Except for a minor as provided in Subsection C of this section, a person who violates Subsection A of this section while within a posted drug-free school zone, excluding private property residentially zoned or used primarily as a residence and excluding a person in or on a motor vehicle in transit through the posted drug-free school zone, with respect to:

(1) one ounce or less of synthetic cannabinoids is, for the first offense, guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both, and for the second or subsequent offense, is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(2) more than one ounce and less than eight ounces of synthetic cannabinoids is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(3) eight ounces or more of synthetic cannabinoids is guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(4) any amount of any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a substance enumerated in Schedule I, II, III or IV, except phencyclidine as enumerated in Schedule III, a narcotic drug enumerated in Schedule I or II or a controlled substance analog of a narcotic drug enumerated in Schedule I or II, is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(5) phencyclidine as enumerated in Schedule III, a narcotic drug enumerated in Schedule I or II, a controlled substance analog of phencyclidine or a controlled substance analog of a narcotic drug enumerated in Schedule I or II is guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978."

SECTION 69. Section 30-31-34 NMSA 1978 (being Laws 1972, Chapter 84, Section 33, as amended) is amended to read:

"30-31-34. FORFEITURES--PROPERTY SUBJECT.--The following are subject to forfeiture pursuant to the provisions of the Forfeiture Act:

A. all raw materials, products and equipment of any kind, including firearms that are used or intended for use in manufacturing, compounding, processing, delivering, importing or exporting any controlled substance or controlled substance analog in violation of the Controlled Substances Act;

B. all property that is used or intended for use as a container for property described in Subsection A of this section;

C. all conveyances, including aircraft, vehicles or vessels that are used or intended for use to transport or in any manner to facilitate the transportation for the purpose of sale of property described in Subsection A of this section;

D. all books, records and research products and materials, including formulas, microfilm, tapes and data that are used or intended for use in violation of the Controlled Substances Act;

E. narcotics paraphernalia or money that is a fruit or instrumentality of the crime;

F. notwithstanding Subsection C of this section and the provisions of the Forfeiture Act:

(1) a conveyance used by a person as a common carrier in the transaction of business as a common carrier shall not be subject to forfeiture pursuant to this

section unless it appears that the owner or other person in charge of the conveyance is a consenting party or privy to a violation of the Controlled Substances Act;

(2) a conveyance shall not be subject to forfeiture pursuant to this section by reason of an act or omission established for the owner to have been committed or omitted without the owner's knowledge or consent;

(3) a conveyance is not subject to forfeiture for a violation of law the penalty for which is a misdemeanor; and

(4) a forfeiture of a conveyance encumbered by a bona fide security interest shall be subject to the interest of a secured party if the secured party neither had knowledge of nor consented to the act or omission; and

G. all drug paraphernalia as defined by Subsection T of Section 30-31-2 NMSA 1978."

SECTION 70. TEMPORARY PROVISION--TRANSFER--FUNCTIONS, PERSONNEL, MONEY, PROPERTY, CONTRACTUAL OBLIGATIONS AND STATUTORY REFERENCES--MEDICAL CANNABIS FUND--RULES.--

A. On the effective date of this act, all functions, personnel, money, appropriations, records, furniture, equipment and other property of the department of health's medical cannabis program that are not part of the department's medical cannabis registry powers and duties shall be transferred to the regulation and licensing

department.

B. On the effective date of this act, all contractual obligations and other agreements of the department of health as they pertain to the department's medical cannabis program that are not part of the department's medical cannabis registry powers and duties are binding on the regulation and licensing department.

C. Statutory references to the department of health that pertain to the department's medical cannabis program that are not part of the department's medical cannabis registry powers and duties shall be deemed to be references to the cannabis control division of the regulation and licensing department.

D. On the effective date of this act, any unexpended or unencumbered balance in the medical cannabis fund is transferred to the cannabis regulation fund.

E. Except to the extent any administrative rules are inconsistent with the provisions of this act, any administrative rules adopted by an officer, agency or other entity whose responsibilities have been transferred pursuant to the provisions of this act to another officer, agency or other entity remain in force until amended by the officer, agency or other entity to which the responsibility for the adoption of the rules has been transferred. To the extent any administrative rules are inconsistent with the provisions

of this act, such rules are null and void.

SECTION 71. TEMPORARY PROVISION--STUDY--REPORT.--

A. The legislative finance committee shall study the fiscal and economic impacts of the Cannabis Regulation Act for fiscal years 2023 through 2027 and provide a report to the revenue stabilization and tax policy committee on or before December 1, 2027.

B. The report shall include:

(1) the impacts on budgets and staffing of the regulation and licensing department and the department of health;

(2) the impacts on general fund revenue and expenses;

(3) the impacts on potential funds created by the Cannabis Regulation Act;

(4) the impacts on the medical cannabis program;

(5) the impacts on local and state law enforcement; and

(6) the economic impact on the state, including:

(a) job creation;

(b) tourism; and

(c) other economic impacts.

SECTION 72. REPEAL.--Section 9-7-17.1 NMSA 1978 (being

Laws 2012, Chapter 42, Section 1) is repealed.

SECTION 73. DELAYED REPEAL.--Section 40 of this act is repealed effective December 31, 2025.

Brian Egolf, Speaker
House of Representatives

Lisa M. Ortiz McCutcheon, Chief Clerk
House of Representatives

Howie C. Morales, President
Senate

Lenore M. Naranjo, Chief Clerk
Senate

Approved by me this 12th day of April, 2021

Michelle Lujan Grisham, Governor
State of New Mexico

FIR No. 10332

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Cannabis Zoning

Sponsor(s): Planning Commission

Reviewing Department(s): Community Development/Land Use, Finance

Staff Completing FIR: Jason Kluck, Bradley Fluetsch, CFA Date: 8/11/2021 Phone: 231-8753

Reviewed by City Attorney: _____ Date: Sep 14, 2021

Reviewed by Finance Director: _____ Date: Sep 14, 2021

Summary:
This Bill would amend the Land Development Code by adding a new category of Commercial Cannabis Establishments in the Santa Fe City Code ("SFCC" 14-6.1-1 (Table of Permitted Uses). The Bill further clarifies what zoning districts various types of Commercial Cannabis Establishments would be permitted in, as well as adopts minimum distances between cannabis retail establishments and schools or daycares. The Bill includes proposed changes to Subsection 14-6.2(H) (agricultural uses), 14-6.3(D)(2) (home occupations), 14-12.1 (definitions), and adding a new subsection 14-6.2(I) to adopt use specific standards for cannabis establishments including density limitations, and operating times. The goal of this proposed legislation is aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare of the City of Santa Fe.

Departments Affected:
Community Development-Planning and Land Use Department

Consequences of Not Enacting Legislation:
Current zoning regulations do not adequately address the needs and complexities of this new use and emerging industry. Without legislation allowing implementation of land development regulations that guide and support the commercial cannabis industry, of the City would not have local control of time, place, and manner criteria. If the proposed bill is not adopted, cannabis establishments would be subject to existing Land Use Code criteria which is more lenient than what is proposed.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
There is no conflict, duplication, companion or relation to any other legislation.

Performance and Administrative Implications:
For a brief time, there will be more than usual new businesses starting and there will be an increased work load on staff and that should subside after the initial wave has come through. By State Statute, municipalities may not prohibit cannabis establishments from operating, but they can specify in which zoning districts the establishments may exist.

Fiscal Implications:
Ensuring new cannabis establishments abide by the density limitations set forth in the bill will require staff time.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

There is no expense narrative, this is normal course business that would be done for any new business.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Although the proposed changes are similar to adding any new classifications for new businesses to the Land Use Code, which will not create any new revenue, the Finance Department provides the following information: With regards to the revenue impact from the new retail cannabis industry in Santa Fe, in Fiscal Year 2022, the State expects a loss of GRT revenue because GRT will no longer be applied to medical marijuana, and sales of recreational marijuana will not start until April 2022. The City of Santa Fe also anticipates a loss of GRT before the first sales of recreational marijuana because GRT will no longer be applied to medical marijuana in FY22. The City of Santa Fe is currently assessing anticipated revenue impact to the City from the sales of recreational marijuana.

Proposed Legislation to Address Zoning Issues Related to Commercial Cannabis Establishments

Noah Berke, AICP, CFM
Planning Manager
City of Santa Fe Planning and Land Use Department

What code changes are proposed?

- Amend the Land Development Code by adding a new category of specific uses, “Commercial Cannabis Establishments,” in the Santa Fe City Code (“SFCC” 14-6.1-1 (Table of Permitted Uses);
- Amend Subsection 14-6.2(H) (agricultural uses);
- Amend Subsection 14-6.3(D)(2) (home occupations);
- Amend Subsection 14-12.1 (definitions); and
- Adds a new Subsection 14-6.2(I) to adopt use specific standards for cannabis establishments including density limitations and operating times.

Cannabis Regulation Act

Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local regulatory authority.

The State of New Mexico will start accepting applications for Cannabis Producer Licenses on September 1, 2021.

The State is still working on the regulations for Cannabis Retail Establishments and Cannabis Consumption Areas. They will start accepting applications for those on January 1, 2021.

NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

The State has clearly outlined that a local jurisdiction cannot:

- Prevent anyone properly licensed from transporting cannabis products on public roads;
- Completely prohibit the operation of a cannabis licensee;
- Prohibit or limit signage identifying a business as a cannabis establishment if it's attached to or located on the business premises;
- Require a cannabis establishment or a cannabis consumption area be located more than 300 feet from a school or daycare center that existed when the cannabis establishment or consumption area was licensed;
- Require an existing cannabis licensee to relocate to a new premises; or
- Prohibit an adult New Mexican from producing homegrown cannabis.

Background

- On July, 14, 2021, the Governing Body heard a presentation from Staff which outlined how the Land Use Department would classify cannabis establishments under the current zoning and land use codes. Staff also made formal cannabis recommendations moving forward. As contemplated in Chapter 14, the Planning Commission is making the recommendations for changes to the Chapter, beginning with the recommendations from its policy subcommittee.
- The Policy Subcommittee conducted several meetings to formalize answers to the broad land use policy questions that Staff posed to the Governing Body on July 14, 2021.
- The Subcommittee's primary focus has been to make recommendations regarding appropriate time, place, and manner restrictions for the following types of cannabis establishments: commercial retail, production (growing), testing and research laboratories, manufacturing facilities, and vertically integrated cannabis establishments. The Policy Subcommittee's recommendations are aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare.
- The Planning Commission heard Staff's recommendations at their meetings of August 19, 2021 and September 2, 2021. They ultimately recommended approval to the Governing Body.
- The main conversations had to do with distance between cannabis retail establishments and cannabis producer microbusinesses.
- The City Attorney made technical amendments to the Planning Commission's recommended legislation in order to sign for legal sufficiency. The technical changes are not intended to modify the policy recommendations included in the Planning Commission's recommended legislation. Rather, they consolidate the use sub-categories without associated regulatory distinctions; streamline multiple provisions prohibiting home occupations into one; remove provisions requiring adherence to existing law; and add or refine language in a few instances to clarify intent.

Proposed Legislative Changes to Chapter 14

Commercial Cannabis Establishments would be divided into two classes for Production:

1. Cannabis Producer:

A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person possesses two hundred and one (201) total mature cannabis plants or more at any one time.

- Permitted indoors: I-1 and I-2
- Permitted indoors or outdoors with Special Use Permit: C-2 and BIP

2. Cannabis Producer Microbusiness:

A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

- Permitted indoors: C-2, I-1, I-2, BIP, SC-1, SC-2 and SC-3
- Outdoors with Special Use Permit

Continued..

Commercial Cannabis Establishments would be divided into two classes for Manufacturing:

1. Cannabis Manufacturing, Heavy:

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane.

Permitted indoors in I-1, I-2 and BIP

2. Cannabis Manufacturing, Light:

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents.

Permitted in C-2, BCD, I-1, I-2 and BIP

Commercial Cannabis Establishments would be divided into two categories for Cannabis research and testing laboratories:

1. Cannabis Research Laboratory:

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, provided that a cannabis research laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

Permitted in C-2, BCD, I-1, I-2 and BIP

2. Cannabis Testing Laboratory:

A facility where cannabis products are sampled, collected, and tested, provided that a cannabis testing laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

Permitted in C-2, BCD, I-1, I-2 and BIP

Continued..

Commercial Cannabis Establishments would include one category for Cannabis Retail:

1. Commercial Cannabis Retailer:

A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

Permitted in C-2, BCD, I-1, I-2, BIP, SC-1, SC-2, SC-3, and MU (limited to hours of operation from 7:00 AM to 10:00 PM in MU districts only)

The Commercial Cannabis Retailer use would only be permitted if not located within three hundred (300) feet of an existing school or daycare center; new commercial cannabis retailer **would only be permitted use if located within a four hundred (400) foot distance of a commercial cannabis retailer main entrance** accessing the primary function of the establishment as approved by the City (the distance shall be measured from the main entrance of the business premise to the main entrance of the next business premise); all commercial cannabis retailers would be limited to hours of operation from 7:00 AM to 12:00 AM (midnight).

Cannabis Consumption Area:

Defined as an area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area and entry is limited to patrons 21 years of age or older. The State of New Mexico is currently working on a framework for regulating cannabis consumption areas and legislation will be further drafted and presented to the Planning Commission and Governing Body after the State's framework is completed.

Next Steps

- The goal of this proposed legislation is to promote the cannabis economy while protecting public health, safety, and the general welfare of the residents and visitors to the City of Santa Fe.
- Staff will work with the Policy Subcommittee to draft any needed changes to Cannabis Retail Establishments and Cannabis Consumption Areas to be consistent with the States regulations.

CATEGORY Specific Use	RR	R-1 – R6	R-7 – R-9	R-7 – I	RC-5, RC-8	R-10 – R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
COMMERCIAL																						
Commercial Cannabis Establishments																						
Cannabis consumption area																						(I)
Cannabis manufacturing, heavy															P	P	P					(I)
Cannabis manufacturing, light											P			P	P	P	P					(I)
Cannabis producer microbusiness (200 mature plants max.), indoor growing only											P				P	P	P	P	P	P		(H), (I)
Cannabis producer microbusiness (200 mature plants max.), outdoor growing											S				S	S	S	S	S	S		(H), (I)
Cannabis producer, indoor growing only											S				P	P	S					(H), (I)
Cannabis producer, outdoor growing											S				S	S	S					(H), (I)
Cannabis research laboratory											P			P	P	P	P					(D)(4), (I)

CATEGORY **Specific Use**	**RR**	**R-1 – R6**	**R-7 – R-9**	**R-7 – I**	**RC-5, RC-8**	**R-10 – R-29**	**MHP**	**RAC**	**AC****	**C-1**	**C-2**	**C-4**	**HZ**	**BCD**	**I -1**	**I -2**	**BIP**	**SC-1**	**SC-2**	**SC-3**	**MU *****	**Use-Specific Regs 14-6.2**
COMMERCIAL																						
Commercial Cannabis Establishments																						
Cannabis testing laboratory											P			P	P	P	P					(D)(4), (I)
Commercial cannabis retailer											P			P	P	P	P	P	P	P	P[2]	(I)

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7a

Request to Publish Notice of Public Hearing on September 29, 2021.
An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:
Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body (Public Hearing): 09/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/08/21 Economic Development Advisory Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	EXCUSED		
COUNCILOR GARCIA	X		

COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021

ISSUE NO. 7p

CONSIDERATION OF BILL 2021-19. ADOPTION OF ORDINANCE 2021-____.

An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:

Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body (Public Hearing): 09/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Cassutt for discussion. Approved to forward to 9/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:
Councilor Garcia requested for an amendment to be drafted for the 300 ft. rule to apply to Religious Institutions as well as daycares and schools.

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN

COUNCILOR RIVERA	X		
COUNCILOR GARICA			X
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

CONSIDERATION OF BILL 2021-19. ADOPTION OF ORDINANCE 2021-____.
An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:
Planning Commission: 08/19/21
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Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body (Public Hearing): 09/29/21

FINANCE COMMITTEE ACTION:
No Recommendation on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

20. PUBLIC HEARINGS

c. CONSIDERATION OF BILL 2021-19. ADOPTION OF ORDINANCE 2021-____.

An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:

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Governing Body (Public Hearing): 09/29/21

Name: Stefanie Beninato
Comment - 09/29/2021 08:59 AM: (No Vote)
I am not sure where the restrictions on distance between cannabis businesses are. I am opposed to that idea unless the city and state now control distance between alcoholic establishments.
I think a very small growing operation (50 plants or less) could be considered for a home occupation as long as sales takes place off the property.

Name: Shoshanna Silverberg
Comment - 09/29/2021 11:04 AM: (No Vote)
Thank you to the Santa Fe City Council for addressing the needs of New Mexico's burgeoning Cannabis industry. I am a recent transplant to this beautiful state with over a decade of experience advocating for drug policy reform, specifically as drug reform pertains to Cannabis.

I applaud the Council for recognizing that Social Equity cannabusinesses should be afforded a more flexible zoning scheme than larger operators and I look forward to seeing how the City of Santa Fe will continue to encourage and promote a diverse cannabis market within its borders.

Shoshanna Silverberg
info@silverbergesq.com

Name: Vincent Torres
Comment - 09/29/2021 12:49 PM: (No Vote)
RE: Support for Garcia Amendment to Bill No. 2021-19

Dear Mayor Webber and City Councilors:

We, the undersigned Santa Fe area pastors, are writing to express our support for Councilor Michael Garcia's proposed amendment to Bill No. 2021-19 – prohibiting the establishment of a "commercial cannabis retailer" within three hundred (300) feet of a "religious institution."

Our city's churches and other houses of worship are constantly occupied with children during our weekend services and other events throughout the week. The potential proximity of local cannabis retailers to these buildings raises legitimate questions regarding safety and unwanted access for minors, and this additional protection will help alleviate some of our concerns.

We respectfully urge the adoption of the amendment and we thank you for your favorable consideration.

Sincerely,

/s/
Pastor Bryan Hallmark
Christian Life

/s/
Pastor Carlos Montoya
Blaze Christian Fellowship*

/s/
Pastor Eric Montoya
The Grove

/s/
Pastor Ron Sebesta
The Light at Mission Viejo

/s/
Pastor Vince Torres

Blaze Christian Fellowship*

* Church located in Santa Fe County