City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
NOVEMBER 01, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Finance Committee meeting will be conducted virtually.

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

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.
Attending virtually: https://santafenm-gov.zoom.us/j/83213610737?pwd=UTRQTWxvZ055ai9Wbkdxbit5bnl6QT09
Passcode: 774364
By phone: 346 248 7799 **Webinar ID: 832 1361 0737 – Passcode: 774364**

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

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

a. Regular Finance Committee – October 4, 2021

b. Regular Finance Committee – October 18, 2021

6. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Councilor Abeyta)
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 the UTO is Guilty of a Penalty Assessment Misdemeanor; and to Add and Increase Penalties in Schedule A, the Traffic Violation Penalty Assessment Schedule. (Kyle Hiber, City Prosecutor: kjhibner@santafenm.gov, 955-

Committee Review:
Introduced: 09/29/21
Quality of Life Committee: 10/06/21
Public Safety Committee: 10/19/21
Quality of Life Committee: 10/20/21
Governing Body (Request to Publish): 10/27/21
Finance Committee: 11/01/21
Governing Body (Public Hearing): 12/8/21

b. CONSIDERATION OF RESOLUTION NO 2021-__. (Mayor Webber)
A Resolution Approving First Quarter Budget Amendments for Fiscal Year 2021-2022. (Andy Hopkins, Acting Budget Officer: ajhopkins@santafenm.gov, 505-955-6177)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/01/21
Public Works and Utilities Committee: 11/8/21
Governing Body: 11/10/21

c. Request for Approval for a Lease Agreement for Telecommunications Facilities at Buckman Booster Station No. 4 for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney:

mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 11/01/21
Governing Body: 11/10/21

d. Request for Approval for Lease Amendment No. 1 to Sandoval Parking Garage Antenna Site Lease for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 11/01/21
Governing Body: 11/10/21

e. Request the Approval of NMDOT Funding Agreements as Per Ordinance #2020-33, Section 2-4.6.B and Budget Amendment Resolution funding. (Romella Glorioso-Moss, PW Project Administrator Sr. rglorioso-moss@santafenm.gov; 955-6623)

1) Ratify Contract Amendments to NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project extending termination date from 09/15/2021 to 03/15/2022. Approved by the City Manager on 09/13/2021.

2) Ratify Contract Amendments to NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass increasing design funding from $284,999 to $1,069,437; and extending termination date from 03/31/2022 to 01/25/2024. Approved by the City Manager on 09/17/2021.

3) Approve Budget Adjustment Resolution (BAR) of $784,438 to Project ID# ENG18330E; Org./Obj. 3309980.572960.

Committee Review:
Finance Committee – 11/01/2021

Public Works & Utilities Committee – 11/08/2021
Governing Body – 11/10/2021

f. Request for approval of a Professional Services Contract for Workers Comp & General Liability Third Party Administrative Services in the amount of $768,434.23; Cannon Cochran Management Services. (Bradley Fluetsch, CFA, Planning and Investment Officer
(O) 505-955-6885 (M) 505-231-8753, bjfluetsch@santafenm.gov)

Committee Review
Finance Committee: 11/01/2021
Public Works and Utilities Committee: 11/08/2021
Governing Body: 11/10/2021

g. Request for approval of a Professional Service Contract for Comprehensive Insurance Claims Administrative Broker Services in the amount of $271,936.00; Arthur J. Gallagher. (Bradley Fluetsch, CFA, Planning and Investment Officer
(O) 505-955-6885 (M) 505-231-8753, bjfluetsch@santafenm.gov)

Committee Review
Finance Committee: 11/01/2021
Public Works and Utilities Committee: 11/08/2021
Governing Body: 11/10/2021

h. Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $131,698 to fund the reclassification of two positions. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

1) Reclassify a Source of Supply Water Operator Entry position to a Water Operator Advanced position, an increase amount of $42,788;
2) Reclassify and transfer Utility Customer Service Meter Reader position to the Water Division SOS Water Operator Advanced position, an increase of $88,910.

Committee Review:
Public Works and Utilities Committee: 10/25/2021
Finance Committee: 11/01/2021
Governing Body: 11/10/2021

i. Request for approval of the New Mexico Department of Transportation Agreement for the funding of projects: End Driving While Impaired (ENDWI), Buckle Up (BKLUP)/ Click it or Ticket (CIOT), and Selective Traffic Enforcement Program (STEP) in the Total Project Amount of $89,303. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505) 955-5355 / Anthony Tapia, Santa Fe Police Captain, matapia@santafenm.gov, (505) 955-5286).

Committee Review:
Finance Committee:11/01/2021
Quality of Life Committee 11/03/2021
Governing Body Committee: 11/10/2021

j. Request for approval of a Memorandum Of Understanding (MOU) – Region III Drug Task Force Agreement between the Department of Public Safety and City of Santa Fe Police Department as a sub-recipient of the Region III High Intensity Drug Trafficking Areas Funding in the amount of $18,649. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505)955-5355) / David Webb, Lt. Police Department, dwebb@santafenm.gov, (505) 955-5257.

Committee Review:
Finance Committee: 11/01/2021
Quality of Life Committee: 11/03/2021
Governing Board Committee: 11/10/2021

k. Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project; Request for approval of a Professional Goods and Services Agreement in total amount of $663,224.72 for a twelve (12) month term; Trane U.S. Inc. dba Trane 47QSWA20D0021 / SPA 00-00000-20-00099; (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review
Public Works and Utilities Committee: 10/25/2021
Finance Committee: 11/01/2021
Governing Body – 11/10/2021

l. Request for approval of Budget Adjustment Resolution (BAR) in the amount $663,224.72 for the Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project for a twelve (12) month term; Trane U.S. Inc. dba Trane 47QSWA20D0021 / SPA 00-00000-20-00099. (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review
Finance Committee – 11/1/2021
Public Works and Utilities Committee: 11/08/2021
Governing Body – 11/10/2021

m. Request for the Approval of a Software Contract in the Total Amount of three hundred fifty-four thousand seven hundred fifty-five dollars and ninety-eight cents ($354,755.98) for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc.; Andres J. Mercado, (ajmercado@santafenm.gov, (505)629-6255).

Committee Review:
Finance Committee: 11/01/2021
Quality of Life Committee: 11/03/2021
Governing Body Committee: 11/10/2021

n. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of Two Hundred Ninety-Two Thousand, Three Hundred Thirty-Six Dollars ($292,336) to Pay for the Legal Services provided by Gallagher & Kennedy, P.A., Pursuant to Settlement Agreement between the City of Santa Fe and the New Mexico Department of Taxation and Revenue Department in 2021. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955.6961)

Committee Review:
Finance Committee: 11/1/2021
Quality of Life Committee: 11/3/2021
Governing Body: 11/10/2021

o. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution No. 2021-17 to Extend the Community Health and Safety Task Force's Term Through the End of

Calendar Year 2022. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/01/21
Quality of Life Committee: 11/03/21
Governing Body: 11/10/21

p. Request for Approval of the Assignment of Santa Fe Regional Airport Lease Agreement (Item #18-0188) from "Gate 13, LLC," to "Gate 13 Hangar Condominium Association. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:
Finance Committee: 11/1/21
Public Works and Utilities: 11/8/21
Governing Body: 11/10/2021

7. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

9. **MATTERS FROM THE CHAIR**

10. **NEXT MEETING: Monday, November 29, 2021**

11. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
OCTOBER 04, 2021
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

1. **CALL TO ORDER**

Meeting started 5:01pm

2. **ROLL CALL**

Members Present:

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

Members Excused:

Others Attending:

Bradley Fluetsch, Cash and Investment Manager
Fran Dunaway, Chief Procurement Officer
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Alexis Lotero, Attendee

Meeting called to order 5:01pm.

3. **APPROVAL OF AGENDA**

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

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

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

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the agenda as amended. Items a, b, and i pulled for discussion.

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

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

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – September 20, 2021

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

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

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

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. Request to approve the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee –10/04/2021
Quality of Life Committee – 10/6/2021
Public Utilities and Public Works Committee –10/12/2021
Governing Body – 10/13/2021

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

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

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

Against: None

Abstain: None

b. CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, and Councilor Cassutt)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City employees Paid Less Than Fifteen Dollars per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, Human Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to increase salaries to $15 per hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

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

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

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

Against: None

Abstain: None

Councilors Villarreal and Cassut request additional information on part-time employees and compaction positions that could be affected by this Resolution.

c. Request for approval of Amendment #4 to PSA #19-0234 with Carollo Engineers to provide continuance of On Call Engineering services) in support of Capital Improvements and Priority (CIP) Projects in the amount of $500,000 exclusive of NMGRT. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $542,188 from Cash Balance in Water Enterprise fund to fund the Contract Amendment #4 On Call Engineering Contract with Carollo Engineering.

Committee Review:
Public Works and Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

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

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

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

Against: None

Abstain: None

d. Request for the Approval of the Amendment #3 to Agreement #20-0027 with B&D Industries, Inc for On-Call Citywide HVAC, Plumbing and Electrical Services; increasing compensation in the total amount of $1,000,000.00

plus New Mexico gross receipts tax; (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491)

Committee Review:
Public Works & Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

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

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

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

Against: None

Abstain: None

e. Request for Approval of a Budget Adjustment Resolutions (BARS) for Public Utilities Department to fund vacant positions through the 2021/2022 fiscal year and fund one new expansion position for Wastewater Management Division in the total amount of $201,151. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

Committee Review:
Public Works and Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

f. Request for Approval for Amendment #6 to the Alpha Southwest Contract for Emergency Repair for an increase in the amount $297,930.29. (Efran Morales, WWM Plant Superintendent, emmorales@santafenm.gov, 955-4618)

1) Request for Approval of Budget Amendment Resolution (BAR) in the amount of $297,930.29 from the WWMD Cash Balance.

Committee Review:
Public Works and Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

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

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

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

Against: None

Abstain: None

g. Updates to County Partnership in the San Juan Chama Return Flow Project (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309; Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Public Works and Utilities Committee: 09/27/2021

Finance Committee: 10/04/2021
Governing Body: 10/13/2021

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

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

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

Against: None

Abstain: None

h. Request for the Approval of 2022 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov 505-955-6591)

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

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

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

Against: None

Abstain: None

i. Request for the Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to repair and reconstruct the Bicentennial Pool; one million nine hundred forty eight thousand four hundred nineteen dollars and forty two cents ($1,948,419.42) including New Mexico Gross Receipts Tax; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request for the Approval of a Budget Adjustment Request (BAR) to allocated $2,337,957 from FY21 GRT in excess of budget to fund the reconstruction and repairs of the Bicentennial Pool facility; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

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

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

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

Against: None

Abstain: None

j. Request approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request approval of a Budget Adjustment Request (BAR) in the amount of $600,000. from FY21 GRT in excess of budget to the Railyard WIP Construction budget for the Santa Fe Train Depot Exterior Rehabilitation Project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

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

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

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

Against: None

Abstain: None

7. **PRESENTATION**

a. FY20 Audit Presentation- (Raul Anaya, Principal, CliftonLarsonAllen; Stephanie Woodruff, Chair, Audit Committee; Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171, Alexis Lotero, Assistant Finance Director, aclotero@santafenm.gov; 505-955-6137)
Audit – (CliftonLarsonAndrson LLC)

Mary McCoy gave a brief overview of Audit presentation, followed by Audit Committee Chair, Stephanie Woodruff to reiterate an unmodified clean opinion of the Audit. We had a good audit with good financial results.
Alexis Lotero, Assistant Finance Director, presented FY 20 Audit Challenges.
Clayton Pelletier, Controller presented the City's Financial Performance.
Brad Fluetch, Planning and Investment Officer, presented the City of Santa Fe;s Financial Performance Debt Administration.
Tomi Chavez, Acting Accounting Officer, presented City of Santa Fe's Financial Performance Capital Asset Administration.
Raul Anaya, external Auditor Principle with Clifton Larson Anderson (CLA), presented results of the Audit. The Audit Opinion was a Unmodified opinion which is the cleanest opinion an Auditor can give. The presentation also included Audit adjustments and findings.
Discussion by Councilors around best plan and when to get into more depth in the coming week. A discussion around high level questions by Councilors.

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

Councilor Villarreal requested Finance presentation.

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, October 18, 2021**

12. **ADJOURN**

Meeting adjourned 8:15p.m.

Liaison

Chair

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request to approve the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee –10/04/2021
Quality of Life Committee – 10/6/2021
Public Utilities and Public Works Committee –10/12/2021
Governing Body – 10/13/2021

Item Type - grant

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12312

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Signe Lindell

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 19:54:09

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title -

CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, and Councilor Cassutt)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City employees Paid Less Than Fifteen Dollars per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, Human
Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to increase salaries to $15 per hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - budget adjustment resolution (BAR)

Item Owner - Mary McCoy

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12325

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 05/10/2021 07:04:06

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title -

Request for approval of Amendment #4 to PSA #19-0234 with Carollo Engineers to provide continuance of On Call Engineering services) in support of Capital Improvements and Priority (CIP) Projects in the amount of $500,000 exclusive of NMGRT. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $542,188 from Cash Balance in Water Enterprise fund to fund the Contract Amendment #4 On Call Engineering Contract with Carollo Engineering.

Committee Review:
Public Works and Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

Item Type - contract amendment

Item Owner - Bill Schneider

Item Background -

Item Sponsor -

Item Tracking Number - 21-12350

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:50:41

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request for the Approval of the Amendment #3 to Agreement #20-0027 with B&D Industries, Inc for On-Call Citywide HVAC, Plumbing and Electrical Services; increasing compensation in the total amount of $1,000,000.00 plus New Mexico gross receipts tax; (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491)

Committee Review:
Public Works & Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

Item Type - contract amendment

Item Owner - Sam Burnett

Item Background -

Item Sponsor -

Item Tracking Number - 21-12352

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:51:11

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval of a Budget Adjustment Resolutions (BARS) for Public Utilities Department to fund vacant positions through the 2021/2022 fiscal year and fund one new expansion position for Wastewater Management Division in the total amount of $201,151. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

Committee Review:
Public Works and Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

Item Type - budget adjustment resolution (BAR)

Item Owner - Shannon Jones

Item Background -

Item Sponsor -

Item Tracking Number - 21-12367

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:51:45

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval for Amendment #6 to the Alpha Southwest Contract for Emergency Repair for an increase in the amount $297,930.29. (Efran Morales, WWM Plant Superintendent, emmorales@santafenm.gov, 955-4618)

1) Request for Approval of Budget Amendment Resolution (BAR) in the amount of $297,930.29 from the WWMD Cash Balance.

Committee Review:
Public Works and Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

Item Type - contract amendment

Item Owner - Efren Morales

Item Background -

Item Sponsor -

Item Tracking Number - 21-12385

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:52:13

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Updates to County Partnership in the San Juan Chama Return Flow Project (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309; Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Public Works and Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

Item Type - informational

Item Owner - Jesse Roach

Item Background -

Item Sponsor -

Item Tracking Number - 21-12370

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:53:02

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request for the Approval of 2022 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov 505-955-6591)

Item Type - meeting information

Item Owner - Bernadette Salazar

Item Background -

Item Sponsor -

Item Tracking Number - 21-12420

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:53:33

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request for the Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to repair and reconstruct the Bicentennial Pool; one million nine hundred forty eight thousand four hundred nineteen dollars and forty two cents ($1,948,419.42) including New Mexico Gross Receipts Tax; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request for the Approval of a Budget Adjustment Request (BAR) to allocated $2,337,957 from FY21 GRT in excess of budget to fund the reconstruction and repairs of the Bicentennial Pool facility; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

Item Type - contract

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12447

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Signe Lindell

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 20:13:56

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request approval of a Budget Adjustment Request (BAR) in the amount of $600,000. from FY21 GRT in excess of budget to the Railyard WIP Construction budget for the Santa Fe Train Depot Exterior Rehabilitation Project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

Item Type - contract

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12445

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:54:02

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
OCTOBER 18, 2021
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

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

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

1. **CALL TO ORDER**

Finance Committee Meeting started at 5:00 p.m.

2. **ROLL CALL**

Members Present:

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

Members Excused:

Others Attending:

Bradley Fluetsch, Cash and Investment Manager
Fran Dunaway, Chief Procurement Officer
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager

3. APPROVAL OF AGENDA

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the agenda as amended to postpone item d. Councilor Abeyta postponed on behalf of Quality of Life Committee for reason of additional information being gathered.

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

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

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the consent agenda as amended. Pulled items b and e for discussion.

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

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

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Finance Committee – October 4, 2021

Approval of Minutes not presented, to be placed on the November 1, 2021 FC agenda.

6. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF BILL NO. 2021-23. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Garcia)
An Ordinance Amending Section 9-1.7 SFCC 1987 Regarding Ranked Choice Voting to Amend How a Tie Vote Between Two Candidates is Resolved. (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

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

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

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

Against: None

Abstain: None

b. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
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. (Regina Wheeler, Public Works Director: rawheeler@santafenm.gov, 955-6622; Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 9/29/21
Finance Committee: 10/18/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/27/21

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the resolution as amended to prioritize the top five legislative priorities to include Swan Park Phase 2, Midtown, Airport, Fire Station #2 and Medians.

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

For: Councilor Abeyta, Councilor Villarreal, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

Councilor Romero-Wirth excused from vote.

c. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera and Councilwoman Villarreal)
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. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 9556846)

Committee Review:
Introduced: 09/29/21
Finance Committee: 10/18/21
Quality of Life Committee: 10/20/21

Governing Body: 10/27/21

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

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

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

Against: None

Abstain: None

d. CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Councilor Abeyta)
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 the UTO is Guilty of a Penalty Assessment Misdemeanor; and to Add and Increase Penalties in Schedule A, the Traffic Violation Penalty Assessment Schedule. (Kyle Hiber, City Prosecutor: kjhibner@santafenm.gov, 955-

Committee Review:
Introduced: 09/29/21
Quality of Life Committee: 10/06/21
Finance Committee: 10/18/21
Public Safety Committee: 10/19/21
Quality of Life 10/20/21
Governing Body (Request to Publish): 10/27/21

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to postpone the bill until additional information gathered by Quality of Life, per Councilor Abeyta.

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

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

Against: None

Abstain: None

e. Request Approval of the 2022 Finance Committee Meeting schedule. (Carolynn Roibal, Administrative Manager, 505.955.6531, clroibal@santafenm.gov)

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the meeting information as presented on discussion. Final meetings calendar to be presented in December at Council once all Committee information finalized.

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

For: Councilor Abeyta, Councilor Villarreal, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

Councilor Romero-Wirth excused during item discussion and vote.

f. Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $262,464 to Carry Forward the Balance of the Safe Routes to School (SRTS) Grant Funds Encumbered for the PSA with Santa Fe Conservation Trust. (Melissa McDonald, Interim Parks Division Director: mamcdonald@santafenm.gov, 505-303-9502).

Committee Review:

Public Works & Utilities Committee: 10/12/2021
Finance Committee: 10/18/2021
Governing Body: 10/27/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

g. Request for Approval of renewal of Joint Funding Agreement (JFA) 22RGJFA30 with the United States Department of Interior's (DOI) United States Geological Survey (USGS) for $78,855 (excluding GRT) to continue permit-required monitoring programs for Santa Fe River and Buckman Well Field. (Alan Hook, Water Resources Coordinator, aghook@santafenm.gov, 955-4205)

Committee Review:
Public Works and Utilities Committee: 10/12/2021
Finance Committee: 10/18/2021
Governing Body: 10/27/2021

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

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

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

Against: None

Abstain: None

h. Request for Approval of a Budget Adjustment Resolution (BAR) from Cash Balance to Water Division CIP and Operating Project Balances in the amount

of $1,206,395. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309

Committee Review:
Public Works and Utilities Committee: 10/12/2021
Finance Committee: 10/18/2021
Governing Body: 10/27/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

i. Request for Approval of Budget Adjustment Resolution (BAR) from Cash Balance for Wastewater Division CIP Projects and Operating Projects in the amount of $4,350,805. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/12/2021
Finance Committee: 10/18/2021
Governing Body: 10/27/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

7. **PRESENTATION**

a. Early Childhood Investment Opportunities for Santa Fe; (James Jimenez, Executive Director, New Mexico Voices for Children, Jjimenez@nmvoices.org; Jacob Vigil, Research and Policy Analyst, New Mexico Voices for Children, jvigil@nmvoices.org; Kate Noble, VP for Policy and Stakeholder Engagement, Growing Up New Mexico, katen@growingupnm.org; Rebecca Baran-Rees, Director for Policy Research and Communications, Growing Up New Mexico, rebeccabr@growingupnm.org).

Presentation on Early Childhood Investment Opportunities for Santa Fe return on investment and recommendations.

8. **MATTERS FROM STAFF**

Finance Director McCoy presented a GRT distribution tax revenue update.

9. **MATTERS FROM THE COMMITTEE**

a. Introduction of Legislation for October 18th, 2021.

Chair Abeyta introduced Legislation waiving City Personnel Rules limiting salary increases to allow the minimum wage increase to $15/per hour for City of Santa Fe employees in November 2021. Several Councilors added as co-sponsors of the legislation.

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, November 1, 2021**

12. **ADJOURN**

Meeting ended 7:17 p.m.

_____ _____

Liaison Chair

City of Santa Fe, New Mexico
Memorandum

Date: September 29, 2021

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

Via: Erin K. McSherry, City Attorney EM

From: Kyle Hibner, Assistant City Attorney/City Prosecutor KH

RE: Noise Violation Penalties

EXECUTIVE SUMMARY:

The proposed bill adds to the Muffler Ordinance, Santa Fe Uniform Traffic Ordinance ("UTO") 12-10-1.10, the clarification that a violation of the section is a penalty assessment misdemeanor. The primary purpose of the proposed bill is to amend the penalty assessment section with respect to violation of the Muffler Ordinance to increase the fine from $25 to $100 for a first-time offense. Also increases the fine to $200 for a second offense and $300 for a third or subsequent offense.

BACKGROUND:

The City of Santa Fe has a similar provision to state statute (NMSA 1978, Section 66-3-844) requiring vehicles to be equipped with a muffler. The City's Ordinance is Section 12-10-1.10 of the UTO. Section 12-10-1.10 requires mufflers to prevent excessive or unusual noise, and to prevent the escape of excessive fumes or smoke. This proposed bill changes the fine structure for violation of this ordinance. First, a provision is entered specifying that violation of Ordinance 12-10-1.10 is a penalty assessment misdemeanor.

The second change modifies the penalty assessment section of the City's Uniform Traffic Ordinance. This proposed bill also creates an increase in fines for subsequent violations. For a first offense, the fine is increased to $100. A second offense will increase the fine to $200. Finally, a third or subsequent offense will increase the fine to $300.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Roman "Tiger" Abeyta

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 THE UTO IS GUILTY OF A PENALTY ASSESSMENT MISDEMEANOR AND TO ADD AND INCREASE PENALTIES IN SCHEDULE A OF THE TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE.

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

Section 1. Section 12-10-1.10 of SFCC 1987 (being Ord. No. 2011-4, as amended) is amended to read:

12-10-1.10 MUFFLERS--PREVENTION OF NOISE--EMISSION CONTROL DEVICES.

A. Every motor vehicle shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise, and no person shall use a muffler cutout, bypass, or similar device upon a motor vehicle on a street

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

in this municipality; and

B. The muffler, emission control equipment or device, engine and power mechanism of every motor vehicle shall be so equipped and adjusted as to prevent the escape of excessive fumes or smoke; and

C. Every registered gasoline-fueled motor vehicle manufactured or assembled, commencing with the 1968 models, shall at all times be equipped and maintained in good working order with the factory-installed devices and equipment or their replacements designed to prevent, reduce or control exhaust emissions or air pollution. (66-3-844 NMSA 1978)

D. A person who violates the provisions of this section is guilty of a penalty assessment misdemeanor.

Section 2. Section 2 of Schedule A of the Uniform Traffic Ordinance (being Ord. No. 2011-4, as amended) is amended to read:

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

SCHEDULE A

TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE

SECTION 2.

"Penalty assessment misdemeanor" means violation of the following listed sections of the city of Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term "penalty assessment misdemeanor" does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person. When an alleged violator of a penalty assessment misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty assessment established for the particular penalty assessment misdemeanor and probation imposed upon a suspended or deferred sentence shall not exceed ninety days.

COMMON NAME OF OFFENSE	**SECTION VIOLATED**	**PENALTY ASSESSMENT**
Obedience To Traffic–Control Devices/Failure To Stop	12-5-3	$25.00
Red Light	12-5-6	$25.00
Pedestrian Controls	12-5-7	$25.00
Flashing Signals	12-5-8	$25.00
Display of Unauthorized Signs, Signals, or Markings	12-5-10	$25.00
Basic (Speeding) Rule	12-6-1.1	$25.00
Speed Limits	12-6-1.2	
A. The following apply outside a school zone:		
Up to and including 10 miles an hour over speed limit		$15.00
From 11 up to and including 15 miles an hour over speed limit		$30.00

From 16 up to and including 20 miles an hour over speed limit		$65.00
From 21 up to and including 25 miles an hour over speed limit		$100.00
From 26 up to and including 30 miles an hour over the speed limit		$125.00
From 31 up to and including 35 miles an hour over the speed limit		$150.00
More than 35 miles an hour over the speed limit		$200.00
B. In a school zone	12-6-1.2A	$171.00
C. *In a construction zone*: The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		
D. *In a pedestrian zone.* The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A. above for the equivalent miles per hour over the speed limit.		
Minimum Speed Regulations	12-6-1.5	$25.00
Driving On Right Side Of Street	12-6-2.1	$25.00
Overtaking A Vehicle On The Left	12-6-2.3	$25.00
Limitations On Overtaking On The Left	12-6-2.4	$25.00
Overtaking A Vehicle On The Right	12-6-2.6	$25.00
No Passing Zones/Restrictions On Passing	12-6-2.7	$25.00
Streets Laned For Traffic	12-6-2.12	$25.00
Following Too Closely	12-6-2.13	$25.00
Driving On Divided Streets	12-6-2.14	$25.00
Driving Vehicle On Or Across Bicycle Lane Or Path.	12-6-2.17	$25.00
Turning Left At Intersection	12-6-4.2	$25.00
Entering Stop/Yield Intersection/Failure To Yield	12-6-4.3	$25.00
Required Position/Method of Turning/Improper Turn	12-6-5.1	$25.00
Obedience To No-Turn Signs	12-6-5.4	$25.00
Limitations On Turning Around/Illegal U-Turn	12-6-5.5	$25.00
Starting A Parked Vehicle	12-6-5.7	$25.00
Turn/Stop Movements	12-6-5.8	$25.00
Failure To Signal	12-6-5.9	$25.00
Motorist Turning Across Bicycle Lane.	12-6-5.11	$25.00
Stopping, Standing, Parking	12-6-6	See Exhibit B
Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	$25.00
Stopping For School Bus	12-6-7.3	$100.00
Failure To Stop At Railroad Crossing	12-6-7.5 and 12-6-7.7	$150.00

Operators and Chauffeurs Must Be Licensed	12-6-12.5	$25.00
Driving While License Suspended/Administratively Suspended	12-6-12.6 and 12-6-12.6A	$25.00
Driving While License Revoked	12-6-12.6B	$300-$500
Unattended Motor Vehicle	12-6-12.8	$25.00
Limitations On Backing	12-6-12.9	$25.00
Restriction On Use of Video In Motor Vehicles	12-6-12.11	$25.00
Coasting Prohibited	12-6-12.12	$25.00
Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	$200.00
Mobile communication device use while driving in a school zone	12-6-12.18	$300.00
Permitting Unauthorized Persons To Drive	12-6-12.23	$25.00
Destructive Material On Roadway/Failure To Secure Load	12-6-13.5	$100.00
Improper Opening Of Doors	12-6-13.8	$25.00
Child Restraint Device Or Safety Belt	12-6-13.12	$100.00
Mandatory Use Of Seat Belts	12-6-13.13	$100.00
Open Container, 1st Offense	12-6-13.14	$100.00
For Subsequent Violations		mandatory court appearance
Littering	12-6-13.15	$300.00
Jaywalking	12-6-14.1 through 12-6-14.8	$25.00
Windshield	12-10-1.12	$25.00
When Lighted Lamps Are Required	12-10-1.3	$25.00
Headlamps On Vehicles	12-10-1.5	$25.00
Dimming Of Lights	12-10-1.6	$25.00
Tail Lamps	12-10-1.7, except 12-10-1.7C	$25.00
Plate Light Required	12-10-1.7C.	$10.00
Stop Lamps/Brake Lamps	12-10-1.9	$25.00
Mufflers, Prevention of Noise, 1st offense	12-10-1.10	[~~$25.00~~]$100.00
2nd Offense		$200.00
For Subsequent Offenses		$300.00
Lamp Or Flag On Projecting Load	12-10-1.11	$25.00
Windshield Must Be Unobstructed and Equipped with Wipers and Windows Must Be Transparent	12-10-1.12	$25.00
Tinted Windows	12-10-1.12A	$25.00
Unsafe Equipment (Brakes)	12-10-1.16	$25.00
Display of Current Valid Registration Plate	12-10-4	$25.00

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Noise Violation Penalties

FIR No. 10340

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Noise Violation Penalties

Sponsor(s): Councilors Lindell and Abeyta

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Kyle Hibner Date: 09/13/2021 Phone: 955-5195

Reviewed by City Attorney: _____ Date: Sep 29, 2021

Reviewed by Finance Director: _____ Date: Sep 30, 2021

Summary:
The proposed Bill increases the penalty for violation of the muffler ordinance from $25 to $100 for a first offense. This proposed Bill would also increase the fine amount based on subsequent offenses. A second offense would be punishable by a fine of $200, and a third or subsequent offense would be punishable by a fine of $300. The Bill also specifies that violation of the muffler ordinance, Section 12-10-1.10 of the Uniform Traffic Ordinance ("UTO") is a penalty assessment misdemeanor.

Departments Affected:
City Attorney's Office, Police Department, Municipal Court.

Consequences of Not Enacting Legislation:
The fine for violation of the muffler ordinance will remain at $25, and there will not be increases in fines for subsequent violations.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
State statutes contain a similar provision in NMSA 1987, Section 66-3-844. However, the fines would be an increase from the fines in State statute. Additionally, the changes would enact an increase in fines for subsequent offenses, which is also different from the State statute.

Performance and Administrative Implications:
The substantive text of the UTO will not change. This amendment should not change how the Police Department would enforce this section. Still, all of the affected Departments will need to be aware of the changes if they are approved. Municipal Court especially will need to be aware of the changes as it will process the citations.

Fiscal Implications:
From 2018 to 2021 there have been 79 citations issued by police officers. In 2018, one citation was issued. In 2019, one citation was issued. There were 54 citations issued in 2020. Finally, there have been 23 citations issued so far in 2021. There have been 53 convictions and 20 dismissals processed through Municipal Court. Six citations are still pending. During this time, the Municipal Court has collected $750 in fines and $1837 in fees for a total of $2587. That means that the average total fines and fees per conviction under this ordinance is $48.81 per conviction. There have been an average of about 20 citations per year. Assuming similar numbers, the average fine would come closer to at least $100. Currently, the City Ordinance does not distinguish between first or subsequent offenses. Therefore, with these changes, the average fines may surpass $100. The fees would not be expected to change as they are set at $56.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

No additional expenditure associated with this Bill.

Revenue

Revenue Type	FYE __	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$1560	$3120	$3120	R	
Total	$1560	$3120	$3120		

Revenue Narrative:

Assuming an average of 20 citations a year, expected revenue from the fines ($2000) and associated court fees ($1120) would be $3120. This estimate is assuming all citations are first offenses and don't trigger an escalation in the fines associated with a second, third, or subsequent fine.

Signature:

Email: kjhibner@santafenm.gov

ACTION SHEET
QUALITY OF LIFE MEETING OF 10/06/2021

ISSUE NO. 7e

CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Councilor Abeyta)
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 the UTO is Guilty of a Penalty Assessment Misdemeanor; and to Add and Increase Penalties in Schedule A, the Traffic Violation Penalty Assessment Schedule. (Kyle Hiber, City Prosecutor: kjhibner@santafenm.gov, 955-

Committee Review:
Introduced: 09/29/21
Quality of Life Committee: 10/06/21
Governing Body (request to publish): 10/13/21
Finance Committee: 10/18/21
Public Safety Committee: 10/19/21
Governing Body (public hearing): 11/10/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilwomen Cassutt and Councilwomen Villarreal discussion. Item postponed to come back to the 10.20.21 Quality of Life Committee before moving forward

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/18/21
FOR CITY COUNCIL MEETING OF 10/27/21

CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Councilor Abeyta) 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 the UTO is Guilty of a Penalty Assessment Misdemeanor; and to Add and Increase Penalties in Schedule A, the Traffic Violation Penalty Assessment Schedule. (Kyle Hiber, City Prosecutor: kjhibner@santafenm.gov, 955-

Committee	**Review:**
Introduced:	09/29/21
Quality of Life Committee:	10/06/21
Finance Committee:	10/18/21
Public Safety Committee:	10/19/21
Quality of Life	10/20/21

Governing Body (Request to Publish): 10/27/21

FINANCE COMMITTEE ACTION:
Postponed by Chair Abeyta –QoL to provide additional info

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET QUALITY OF LIFE MEETING OF 10/20/2021
ISSUE NO. 7a CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Councilor Abeyta) 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 the UTO is Guilty of a Penalty Assessment Misdemeanor; and to Add and Increase Penalties in Schedule A, the Traffic Violation Penalty Assessment Schedule. (Kyle Hiber, City Prosecutor: kjhibner@santafenm.gov, 955- **Committee Review:** Introduced: 09/29/21 Quality of Life Committee: 10/06/21 Finance Committee: 10/18/21 Public Safety Committee: 10/19/21 Quality of Life 10/20/21 Governing Body (Request to Publish): 10/27/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Motion Denied
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: October 22, 2021

TO: Finance Committee

VIA: Mary T. McCoy MM
MM
Finance Director

FROM: Andy Hopkins AJH
Acting Budget Officer

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending September 30, 2021 (First Quarter)

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2021/22 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require Department of Finance and Administration/Local Government Division ("DFA/LGD") approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in four sections:

A. Amendments to FY 2021/22 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed $60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

B. Amendments to FY 2021/22 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance,

are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.

C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2021/22 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required.

D. Summary of All Quarterly Amendments to FY 2021/22 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $118,097,194 and a net increase to the overall revenue budget of $72,180,004. The resulting net expenditure increase of $45,917,190 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for its approval as required.

ATTACHMENTS:

Resolution
Budget Amendments
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2021/2022.

WHEREAS, a First Quarter Review of the Fiscal Year 2021/2022 Budget shows a need to address significant priorities; and

WHEREAS, those budget priorities have been addressed through budget adjustment requests, approved by either the Governing body, City Manager, or Finance Director, or other authorized entity, as permitted by the amount and type of the adjustment; and

WHEREAS, the Department of Finance and Administration, Local Government Division, requires a resolution adopted by the Governing Body on a quarterly basis to authorize the adjustments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body does request authorization for budget amendments as detailed on the attached Resolution Detail by Fund (see Attachment), hereby incorporated as part of this resolution.

BE IT FURTHER RESOLVED that it is respectfully requested that authorization to implement the First Quarter Budget Amendments be granted by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

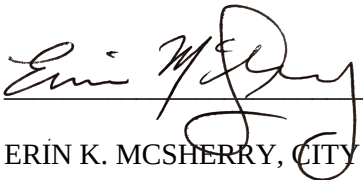
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2021/Resolutions/First Quarter Budget Adjustments FYE22

CITY OF SANTA FE

1ST QUARTER FY 2021/22

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SUB-SECTION [A]

AMENDMENTS TO FY 2021/22 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FIRST QUARTER FY 2021/2022
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
Council-Approved Capital Improvements Program (CIP) Budget Amendments:					
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient start-up funding for the Southside Teen Center CIP project *[CC apvd. 9/8/21, #10-g]*	$ 4,000,000	$ -	$ (4,000,000)
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to cover critical arterial and residential road rehabilitation projects *[CC apvd. 8/11/21, #11-c]*	2,990,000	-	(2,990,000)
232	Impact Fees Fund	Allocation of Roads Impact Fees to the Camino Entrada Roundabout CIP project *[CC apvd. 9/29/21, #10-m]*	850,000	-	(850,000)
232	Impact Fees Fund	Allocation of Roads Impact Fees to the Arroyo de los Chamisos Crossing CIP project *[CC apvd. 9/29/21, #10-k]*	250,000	-	(250,000)
232	Impact Fees Fund	Allocation of Parks Impact Fees to the Dawson Park CIP Project *[CC apvd. 8/11/21, #11-f]*	136,059	-	(136,059)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient start-up funding for the Southside Teen Center CIP project *[CC apvd. 9/8/21, #10-g]*	4,000,000	4,000,000	-
325	CIP Special Projects	Appropriation of NM DFA Severance Tax Bond grant for purchase of Fire Department vehicle-mounted thermal imaging cameras *[CC apvd. 8/25/21, #10-g]*	125,000	125,000	-
325	CIP Special Projects	Appropriation of NM DFA Severance Tax Bond grant for purchase of positive pressure ventilation fans for the Fire Department *[CC apvd. 8/25/21, #10-g]*	82,600	82,600	-
330	CIP Streets & Roadways	Appropriation from FY21 GRT earned in excess of budgeted estimates to cover critical arterial and residential road rehabilitation projects *[CC apvd. 8/11/21, #11-c]*	2,990,000	2,990,000	-
330	CIP Streets & Roadways	Allocation of Roads Impact Fees to the Arroyo de los Chamisos Crossing CIP project *[CC apvd. 9/29/21, #10-k]*	250,000	250,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the ongoing Agua Fria/S. Meadows Intersection CIP project *[CC apvd. 8/11/21, #10-e]*	150,208	150,208	-
355	CIP Parks and Trails	Allocation of Parks Impact Fees to the Dawson Park CIP Project *[CC apvd. 8/11/21, #11-f]*	136,059	136,059	-
500	Waste Water Management	Appropriation from available revenue for the Wastewater Aeration System project *[CC apvd. 9/29/21, #10-l]*	750,968	-	(750,968)
505	Water Management	Appropriation from available balance for priority water line replacements *[CC apvd. 9/8/21, #10-e]*	3,500,000	-	(3,500,000)
505	Water Management	Appropriation from available balance for on-call project engineering assistance services *[CC apvd. 6/9/21, #11-e]*	1,084,376	-	(1,084,376)
505	Water Management	Appropriation from available balance for consruction services on citywide Water CIP projects *[CC apvd. 7/28/21, #10-j]*	542,188	-	(542,188)
505	Water Management	Appropriation from available balance for water resource planning/modeling services per MOA with the US Bureau of Reclamation *[CC apvd. 6/9/21, #11-h]*	298,448	-	(298,448)
540	Transit Bus System	Allocation of Roads Impact Fees to the Camino Entrada Roundabout CIP project *[CC apvd. 9/29/21, #10-m]*	850,000	850,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
545	Airport	Appropriation of FAA/US DOT grant for the Airport Runway 2 Safety Area project *[CC apvd. 7/28/21, #10-i]*	607,296	607,296	-
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			***$ 23,593,202***	***$ 9,191,163***	***$ (14,402,039)***
Other Council-Approved Budget Amendments:					
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for purchase of Police body cameras *[CC apvd. 9/8/21, #10-b]*	$ 902,076	$ -	$ (902,076)
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for purchase of a street sweeper and plow to maintain Cerrillos Road and St. Michaels Drive per agreement with NM DOT *[CC apvd. 8/11/21, #11-d]*	750,000	750,000	-
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the settlement agreement with the AFSCME Union in PELRB Case #106-20 *[CC apvd. 9/29/21, #10-n]*	700,000	-	(700,000)
100	General Fund	Appropriation of NM DOT overtime reimbursement grant for the End Driving While Impaired, Click it or Ticket, and Selective Traffic Enforcement Programs *[CC apvd. 7/14/21, #10-d]*	89,304	89,304	-
100	General Fund	Appropriation of SF County reimbursement grant for DWI program staff overtime *[CC apvd. 8/11/21, #10-a]*	40,000	40,000	-
223	Law Enforcement	Appropriation from FY21 GRT earned in excess of budgeted estimates to purchase three Police vehicles and associated equipment *[CC apvd. 9/8/21, #10-a]*	230,000	-	(230,000)
223	Law Enforcement	Appropriation of US Dept. of Justice Emergency Supplemental Grant for Police staff PPE purchases *[CC apvd. 7/14/21, #10-c]*	78,578	78,578	-
241	Senior Citizen Grants/Programs	Adjustment to Senior Nutrition Service Incentive Program grant budget based on final award from the Federal Agency on Aging *[CC apvd. 9/8/21, #10-d]*	(1,642)	(1,642)	-
365	½% GRT Income Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for purchase of a street sweeper and plow to maintain Cerrillos Road and St. Michaels Drive per agreement with NM DOT *[CC apvd. 8/11/21, #11-d]*	750,000	-	(750,000)
545	Airport	Appropriation of US DOT/FAA Airport Rescue Grant for Airport operational expenses *[CC Apvd. 9/8/21, #11-d]*	-	2,226,110	2,226,110
545	Airport	Appropriation of US DOT Coronavirus Response Concessions Addendum Grant to support Airport operations *[CC Apvd. 9/8/21, #11-c]*	-	30,578	30,578
Subtotal - Other Council-Approved Budget Amendments			***$ 3,538,316***	***$ 3,212,928***	***$ (325,388)***
TOTAL - Budget Amendments Previously Approved by City Council			***$ 27,131,518***	***$ 12,404,091***	***$ (14,727,427)***

CITY OF SANTA FE

1ST QUARTER FY 2021/22

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SUB-SECTION [B]

AMENDMENTS TO FY 2021/22 BUDGET THAT HAVE NOT PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FIRST QUARTER FY 2021/2022
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for weed control in City roadway medians	$ 53,144	$ -	$ (53,144)
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for facilitation assistance to the Community Health and Safety Task Force	50,000	50,000	-
100	General Fund	Re-appropriation of unspent prior year budget for purchase of speed alert message trailers	30,560	-	(30,560)
216	Gross Receipts Tax Fund	Transfer to General Fund from FY21 GRT earned in excess of budgeted estimates for facilitation assistance to the Community Health and Safety Task Force	50,000	-	(50,000)
221	Emergency Services	Adjustment to re-budget remaining portion of State Fire Fund grant to support Fire Department staff and operating costs	765,338	-	(765,338)
221	Emergency Services	Adjustment to re-budget remaining portion of US DHS Homeland Security grant	262,749	262,749	-
223	Law Enforcement	Adjustment to re-budget remaining portion of prior year US Dept. of Justice Edward Byrne Grants for Police equipment, training and supplies	49,607	49,607	-
223	Law Enforcement	Adjustment to NM Law Enforcement Protection Fund grant for Police staff training based on final grant award	(6,400)	(6,400)	-
231	City Drainage Fund	Re-appropriation of unspent prior year budget for ongoing storm water drainage maintenance projects	236,161	-	(236,161)
232	Impact Fees Fund	Allocation of Parks Impact Fees for engineering services related to the El Camino Real Academy trail connector project	22,500	-	(22,500)
233	Transportation Grants	Appropriation of NMHTD grant to support the Safe Routes to Schools program	50,000	50,000	-
233	Transportation Grants	Appropriation of AARP Foundation grant to support the creation of protected bike lanes on City roadways	6,000	6,000	-
240	Community Development	Re-appropriation of unspent prior year budget for the Mobile Hygiene Unit program	100,421	-	(100,421)
251	Library Fund	Re-appropriation of remaining NM GO Bond funding for purchase of Library materials and equipment	192,299	192,299	-
315	CIP Resource Conservation	Re-appropriation of unspent prior year budget for the ongoing LED/solar street lights conversion project	18,410,804	18,206,040	(204,764)
320	CIP Facilities	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing Southside Teen Center CIP project	4,801,997	4,801,997	-
320	CIP Facilities	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	1,505,919	-	(1,505,919)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing Southside Teen Center CIP project	1,000,000	-	(1,000,000)
320	CIP Facilities	Adjustment to re-budget remaining portion of NM DFA grant to support the ongoing Water Street restroom facility project	550,000	550,000	-
320	CIP Facilities	Adjustment to re-budget remaining portion of NM DFA grant for ongoing Municipal Court Facility CIP projects	360,063	360,063	-
320	CIP Facilities	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing MRC Soccer Valley CIP project	215,117	215,117	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing City Facilities Solarization CIP project	15,450	-	(15,450)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for the ongoing Broadband Infrastructure CIP project	235,150	-	(235,150)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for the ongoing Public Safety Wireless System project	176,965	-	(176,965)
325	CIP Special Projects	Adjustment to re-budget remaining portion of NMEDD grant for the ongoing Santa Fe Business Incubator CIP project	132,400	132,400	-
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	5,281,699	-	(5,281,699)
330	CIP Streets & Roadways	Adjustment to re-budget remaining portion of NM DOT grant for the ongoing Guadalupe Street Reconstruction CIP project	188,000	188,000	-
330	CIP Streets & Roadways	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing Agua Fria/S Meadows Intersection CIP project	156,226	156,226	-
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	3,501,177	-	(3,501,177)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Engineering Division CIP projects	847,387	-	(847,387)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Midtown Property Plan/Site Preparation CIP project	738,953	-	(738,953)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Parking Division CIP projects	546,002	-	(546,002)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Streets GRT Bond CIP projects	521,870	-	(521,870)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing parks/trails improvements CIP projects	513,815	-	(513,815)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing MRC Soccer Valley Improvements CIP project	500,000	-	(500,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Art in Public Places CIP projects	400,000	-	(400,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Public Safety Wireless System CIP project	261,000	-	(261,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing GCCC facility improvements CIP projects	133,281	-	(133,281)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Airport Improvements CIP projects	100,511	-	(100,511)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing MRC CIP projects	99,867	-	(99,867)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Metropolitan Planning Organization improvements project	97,851	-	(97,851)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing City Hall Facility Improvements CIP project	40,068	-	(40,068)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing library facilities CIP projects	33,365	-	(33,365)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Ft. Marcy facility improvements CIP projects	24,094	-	(24,094)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Urban Trail Bridges Restoration CIP project	16,455	-	(16,455)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Public Safety Radio System CIP project	4,065	-	(4,065)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Siler Road Facility Improvements CIP project	3,267	-	(3,267)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Siringo Road Facility Improvements CIP project	2,446	-	(2,446)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Tree Root/Paver Repairs CIP project	1,508	-	(1,508)
345	CIP Community Development	Adjustment to re-budget remaining portion of prior year NM DFA grant for the Electric Vehicles/Charge Stations CIP project	750,000	750,000	-
345	CIP Community Development	Adjustment to re-budget remaining portion of prior year NM DFA grant to support the Kitchen Angels CIP project	216,117	273,126	57,009
345	CIP Community Development	Re-appropriation of unspent prior year budget for the ongoing Diaper Change Stations CIP project	100,000	-	(100,000)
345	CIP Community Development	Adjustment to re-budget remaining portion of prior year NM DFA grant to support the La Communidad de los Ninos project	61,762	61,762	-
350	CIP Arts and Culture	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing El Museo Cultural CIP project	104,390	229,740	125,350
350	CIP Arts and Culture	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing Easter Seals Greenhouse CIP project	118,500	150,000	31,500
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for ongoing parks & trails CIP projects	1,346,371	-	(1,346,371)
355	CIP Parks and Trails	Adjustment to re-budget remaining portion of prior year NM DOT grant to support the ongoing Canada Rincon Trail CIP project	1,025,280	1,025,280	-
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for ongoing Stormwater CIP projects	742,515	-	(742,515)
355	CIP Parks and Trails	Adjustment to re-budget remaining portion of prior year NM DFA grant to support the SWAN Park CIP project	76,713	76,713	-
355	CIP Parks and Trails	Adjustment to re-budget remaining portion of prior year NM DOT grant to support the Acequia Trail CIP project	66,234	66,234	-
355	CIP Parks and Trails	Allocation of Parks Impact Fees for engineering services related to the El Camino Real Academy trail connector project	22,500	22,500	-
365	½% GRT Income Fund	Re-appropriation of unspent prior year budget for the Motorola radio tower site move project	273,677	-	(273,677)
365	½% GRT Income Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for AS400 system power backup and repairs needed after power outage	57,183	-	(57,183)
365	½% GRT Income Fund	Re-appropriation of unspent prior year budget for ongoing COVID-related City facilities upgrades	54,323	-	(54,323)
500	Waste Water Management	Appropriation for daily wastewater laboratory sampling per NPDES permit requirements	55,000	-	(55,000)
505	Water Management	Appropriation for architectural design services for ADA improvements to the San Mateo Road Public Utilities facility	11,373	-	(11,373)
505	Water Management	Appropriation of salary/benefits increase for a Water Resources Coordinator position to bring the position's salary into line with the appropriate pay range	5,100	-	(5,100)
510	Environmental Services	Re-appropriation of unspent prior year budget for purchase of ESD collection vehicles	1,683,993	-	(1,683,993)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
511	Utilities Administration	Appropriation of salary/benefits increase for an Environmental Compliance Specialist position to bring the position's salary into line with the appropriate pay range	31,843	-	(31,843)
515	Railyard Properties	Re-appropriation of unspent prior year budget for ongoing Railyard Improvements CIP projects	125,863	-	(125,863)
520	Santa Fe Convention Center	Re-appropriation of unspent prior year budget for replacement of the Convention Center water heater	62,870	-	(62,870)
525	Midtown Property	Re-appropriation of unspent prior year budget for ongoing Midtown Campus maintenance/repair projects	619,646	-	(619,646)
540	Transit Bus System	Re-appropriation of unspent prior year budget for ongoing Transit CIP projects	6,426,250	-	(6,426,250)
545	Airport	Adjustment to re-budget remaining portion of NM DOT/NM DFA/US FAA grants for ongoing Airport CIP projects	11,267,188	12,057,257	790,069
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for ongoing GCCC facility CIP projects	839,966	-	(839,966)
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for computer hardware/mobile phone purchases and software license costs	59,117	59,117	-
620	Services to Other Departments	Adjustment of ITT internal service charges to the Public Works Administration Division for computer hardware purchases	2,500	2,500	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for mobile phone communication charges	400	400	-
TOTAL - Budget Amendments <u>Not</u> Previously Approved by City Council			***$ 69,485,825***	***$ 39,988,727***	***$ (29,497,098)***

CITY OF SANTA FE

1ST QUARTER FY 2021/22

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2021/22 BUDGET

CITY OF SANTA FE - FIRST QUARTER FY 2021/2022
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Adjustments reflecting final BDD Board-approved budget	$ 8,842,711	$ 8,842,711	$ -
800	Buckman Direct Diversion	Re-appropriation of unspent prior year budget for the ongoing BDD security access control and database migration projects	310,000	-	(310,000)
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for replacement of raw water lift station pump #4	253,834	253,834	-
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for ongoing water pump and HVAC projects	253,691	253,691	-
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for replacement of a BDD fleet maintenance work truck	75,402	75,402	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for replacement of raw water lift station pump #4	253,834	-	(253,834)
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for ongoing water pump and HVAC projects	253,691	-	(253,691)
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for replacement of a BDD fleet maintenance work truck	75,402	-	(75,402)
810	SF Solid Waste Mgmt Agency	Adjustments reflecting final SFSWMA Board-approved budget	9,080,340	9,085,430	5,090
810	SF Solid Waste Mgmt Agency	Re-appropriation of unspent prior year budget for purchase of a horizontal wood grinder	742,978	-	(742,978)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a hydraulic excavator	115,502	115,502	-
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equpment Reserve for purchase of a walking floor trailer for BuRRT Transfer Station	95,616	95,616	-
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a hydraulic excavator	115,502	-	(115,502)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equpment Reserve for purchase of a walking floor trailer for BuRRT Transfer Station	95,616	-	(95,616)
812	SWMA Gas Collection Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	200,000	200,000
813	SWMA Cell Developmt Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	415,000	415,000
813	SWMA Cell Developmt Reserve	Appropriation for the Landfill Cells 7-9 Liner CIP project	915,732	-	(915,732)
815	SWMA Closure/Post-Closure Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	75,000	75,000
816	SWMA CIP Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	375,000	375,000
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 21,479,851***	***$ 19,787,186***	***$ (1,692,665)***

CITY OF SANTA FE

1ST QUARTER FY 2021/22

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2021/22 BUDGET BY FUND

CITY OF SANTA FE - FIRST QUARTER FY 2021/2022
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 9,605,084	$ 929,304	$ (8,675,780)
216	Gross Receipts Tax Fund	50,000	-	(50,000)
221	Emergency Services	1,028,087	262,749	(765,338)
223	Law Enforcement	351,785	121,785	(230,000)
231	City Drainage Fund	236,161	-	(236,161)
232	Impact Fees Fund	1,258,559	-	(1,258,559)
233	Transportation Grants	56,000	56,000	-
240	Community Development	100,421	-	(100,421)
241	Senior Citizen Grants/Programs	(1,642)	(1,642)	-
251	Library Fund	192,299	192,299	-
315	CIP Resource Conservation	18,410,804	18,206,040	(204,764)
320	CIP Facilities	12,448,546	9,927,177	(2,521,369)
325	CIP Special Projects	752,115	340,000	(412,115)
330	CIP Streets & Roadways	9,016,133	3,734,434	(5,281,699)
335	CIP Bond Acquisition	8,386,982	-	(8,386,982)
345	CIP Community Development	1,127,879	1,084,888	(42,991)
350	CIP Arts and Culture	222,890	379,740	156,850
355	CIP Parks and Trails	3,415,672	1,326,786	(2,088,886)
365	½% GRT Income Fund	1,135,183	-	(1,135,183)
500	Waste Water Management	805,968	-	(805,968)
505	Water Management	5,441,485	-	(5,441,485)
510	Environmental Services	1,683,993	-	(1,683,993)
511	Utilities Administration	31,843	-	(31,843)
515	Railyard Properties	125,863	-	(125,863)
520	Santa Fe Convention Center	62,870	-	(62,870)
525	Midtown Property	619,646	-	(619,646)
540	Transit Bus System	7,276,250	850,000	(6,426,250)
545	Airport	11,874,484	14,921,241	3,046,757
550	Genoveva Chavez Community Ctr	839,966	-	(839,966)
620	Services to Other Departments	62,017	62,017	-
800	Buckman Direct Diversion	9,735,638	9,425,638	(310,000)
801	BDD Repair & Replacement Fund	582,927	-	(582,927)
810	SF Solid Waste Mgmt Agency	10,034,436	9,296,548	(737,888)
811	SWMA Equip Replacement Fund	211,118	-	(211,118)
812	SWMA Gas Collection Reserve	-	200,000	200,000
813	SWMA Cell Developmt Reserve	915,732	415,000	(500,732)
815	SWMA Closure/Post-Closure Reserve	-	75,000	75,000
816	SWMA CIP Fund	-	375,000	375,000
QUARTERLY TOTAL - ALL FUNDS		***$ 118,097,194***	***$ 72,180,004***	***$ (45,917,190)***

FIR No. #TBD

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2021/2022

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 10/22/2021 Phone: 955-6177

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:

The purpose of the Resolution is to make 1st Quarter FY 2021/2022 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

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

None.

Performance and Administrative Implications:

None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:

See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ †	$ 0	$ 0	N	NR	†	
Benefits*							
Capital Outlay	$ †	$ 0	$ 0	N	NR		
Contractual/	$ †	$ 0	$ 0				
Professional Services							
Operating	$ †	$ 0	$ 0			†	$ †
Total:	$ †	$ 0	$ 0				$ †

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

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	
Special Revenue	$ †	$ 0	$ 0	NR	
CIP	$ †	$ 0	$ 0	NR	
Enterprise	$ †	$ 0	$ 0	NR	
Internal Service	$ †	$ 0	$ 0	NR	
Trust and Agency	$ †	$ 0	$ 0	NR	
Federal	$ †	$ 0	$ 0	NR	
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† *See Attachments – Resolution Detail by Fund*

FIR No. 10363

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2021/2022

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins Date: 10/22/2021 Phone: 955-6177

Reviewed by City Attorney: _____ Date: Oct 25, 2021

Reviewed by Finance Director: _____ Date: Oct 25, 2021

Summary:
The purpose of the Resolution is to make 1st Quarter FY 2021/2022 budget amendments, increases, and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:
See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR		
Contractual/ Professional Services	$ †	$ 0	$ 0				
Operating	$ †	$ 0	$ 0			†	$ †
Total:	$ †	$ 0	$ 0				$ †

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

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	
Special Revenue	$ †	$ 0	$ 0	NR	
CIP	$ †	$ 0	$ 0	NR	
Enterprise	$ †	$ 0	$ 0	NR	
Internal Service	$ †	$ 0	$ 0	NR	
Trust and Agency	$ †	$ 0	$ 0	NR	
Federal	$ †	$ 0	$ 0	NR	
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† *See Attachments – Resolution Detail by Fund*

Signature: *Andy Hopkins*

Email: ajhopkins@ci.santa-fe.nm.us

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 27/09/2021

Meeting End Date - 28/09/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval for a Lease Agreement for Telecommunications Facilities at Buckman Booster Station No. 4 for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 10/04/21
Governing Body: 10/13/21

Item Type - lease

Item Owner - Terry Lease

Item Background -

Item Sponsor -

Item Tracking Number - 21-12387

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 27/09/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Chris Rivera, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

Voting Date Time = 12/10/2021 18:33:09

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe New Mexico
Memorandum

DATE: September 20, 2021

TO: PUBLIC WORKS COMMITTEE — SEPTEMBER 27TH 2021
FINANCE COMMITTEE — OCTOBER 4TH 2021
AND GOVERNING BODY — OCTOBER 13TH 2021

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones
SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

FROM:
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES AT BUCKMAN BOOSTER STATION NO. 4.

ITEM AND ISSUE:
Staff seeks approval of a lease agreement with Cellco Partnership d/b/a Verizon Wireless for theuse of an existing, City-owned water tank and nearby ground space at the Buckman Booster StationNo. 4 located on Camino La Tierra in Santa Fe County.

BACKGROUND AND SUMMARY:
The proposed agreement allows the lessee to continue to operate and maintain telecommunications facilities installed under a previous Option and Easement Agreement between each party's predecessor-in-interest at the property. Under the new agreement, rent increases from $646/month to $2,000/month and thereafter escalates annually at a rate of 2.5%. The initial lease term is fiveyears, with the lessee's option to extend the agreement for three additional five-year terms. $613,072 in total projected revenue will accrue to Public Utilities enterprise business unit 51300.The effective date of the lease coincides with the termination of the Option and Easement Agreement. Any new or expanded facilities would require a lease amendment to be enacted by the Governing Body. Upon termination, the lessee will remove its equipment and facilities and returnthe premises to the City.

A previous version of the proposed agreement was approved by the Governing Body in April, 2020 but not executed. In this current version the lessee's name has been corrected; the lease premises and access road are further delineated; the description n of the lessee's facilities is correlated to definitions in federal rules in order to clarify the lessee's right to install equipmentupgrades; and the cost to relocate the lessee's facilities if required, shall be reimbursed by the City.

ACTION REQUESTED:
Staff recommends approval of the lease agreement attached hereto.

ATTACHMENTS:
Proposed lease agreement with Exhibits A, B and C (41 pages)
Fiscal Impact Report (NOT USED)
Summary of Contracts (2 pages)
Certificate of Insurance (2 pages)

ITEM _____

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA FE
AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

This **LEASE AGREEMENT** ("Agreement") is entered into this _____ day of _____ 2021 by and between the **CITY OF SANTA FE**, a Municipal Corporation and a political subdivision of the State of New Mexico ("Lessor") and **CELLCO PARTNERSHIP** a Delaware general partnership d/b/a VERIZON WIRELESS, ("Lessee") (collectively, the Parties, and each individually, a Party).

WHEREAS:

Lessor is the owner of a certain property known to the Lessor as BUCKMAN BOOSTER STATION NO. 4 and to the Lessee as NM4 LAS CAMPANAS (the Property), being located in Santa Fe County, New Mexico. Lessor is also the grantee of an easement (Access Road) appurtenant to the Property. The Property and the Access Road are described in the recorded documents contained in **Exhibit A** to this Agreement. The Lessor's primary use (the Primary Use) of the Property is to provide municipal water transport. The Lessee desires to use the Property to provide wireless telecommunications services. Therefore,

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor leases to Lessee and Lessee leases from Lessor the right to enter onto and make use of the Property as follows:

1. **PREMISES**

A. Lessee is granted a limited, non-exclusive right to use the exterior structure of an existing, Lessor-owned water tank, shown as "Approximate Water Tank Location" in **Exhibit B** to this Agreement, as well as a limited, exclusive right to use three thousand fifty (3,050) square foot parcel of ground space shown as "Lease Area" in **Exhibit B**, along with thirty-nine (39) vertical feet of air space above the ground space, (together, the Premises) located within the Property, for the purpose of installing and operating telecommunications facilities (the Permitted Use).

2. **EFFECTIVE DATE**

This Lease Agreement shall become effective April 1, 2020 (the Effective Date).

3. **PERMITTED USE**

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the construction, placement, operation, maintenance and repair of telecommunications facilities including but not limited to a base station (Base Station) comprised of structures or equipment that enable FCC-licensed or authorized wireless communications between user equipment and a communications network which may include radio transceivers, antennas, coaxial or fiber optic cable, regular and back-up power supplies, and comparable equipment, regardless of technological configuration, but not including a tower or any equipment associated with a tower, as described in 47 C.F.R. § 1.6100 (b) (1). The Base Station shall have been reviewed and approved under all applicable zoning and siting processes in rules, statutes and

law; and shall be an existing, eligible support structure as described in 47 C.F.R. § 1.6100 (b) (4) and 47 C.F.R. § 1.6100 (b) (5). In no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, diminish or interrupt the Primary Use, or the Lessor's quiet enjoyment, or any other use by any party authorized by the Lessor at the Property, whether by lease agreement, license agreement, or otherwise, which is not excluded by this Agreement.

B. The existing Base Station is described and illustrated in **Exhibit C** to this Agreement.

C. Eligible Facilities Request. Lessor shall not deny, and within sixty (60) days of receipt shall approve, Lessee's request for modification of the Base Station that does not substantially change the physical dimensions of the Base Station, involving (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment. Lessor may require Lessee to provide documentation or information at a level of detail sufficient to allow the Lessor to reasonably determine whether the request meets the definition of an eligible facilities request (Eligible Facilities Request) for modification of an eligible support structure as described in 47 C.F.R. § 1.6100 (b) (3). Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe.

D. Other Modifications. Any modification to the Base Station other than those included in an Eligible Facilities Request shall not be a Permitted Use unless the Parties amend this Agreement to allow for such modification by making it a Permitted Use.

E. Failure to Provide Consent. If Lessor fails to provide written notice of either consent or denial of consent within sixty (60) days of Lessor's receipt of an Eligible Facilities Request, the request shall be deemed granted but shall still require prior written notice to Lessor.

F. Installation and Construction. Lessee shall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation or construction of Lessee's facilities. Following Lessor's receipt of such notification, the Parties shall schedule and conduct a meeting (Pre-Construction Meeting) on site to coordinate any and all access, utility, construction, or other issues related to the installation or construction, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted no less than ten (10) days prior to the commencement of installation or construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's facilities commence until all installation and construction issues have been addressed to Lessor's reasonable satisfaction, including Lessor's review of Lessee's installation and construction schedule.

G. Repairs. Notwithstanding any other provision of this section, this Agreement is not intended to limit the right or ability of the Lessee to access and install like-for-like replacements and repairs (Repairs) to its facilities at any time and without any prior approval of Lessor. For the avoidance of doubt, the Parties hereby agree that all Repairs are a Permitted Use.

H. Relocation. Lessor may require use or access to some portion of the Property in a manner that permanently interferes with the Permitted Use. In such event, Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires

such use or access, and Lessee shall complete the relocation of its facilities within this period (the Relocation Period) to a location of the Property which is sufficient in its spatial dimensions and capacity to accommodate the Lessee's access, installation, operation and maintenance of the Lessee's facilities for the Permitted Use without extraordinary cost or effort. During the relocation, Lessee shall be allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property to ensure that the Permitted Use is not interrupted or diminished. Lessor shall reimburse Lessee for the actual direct costs incurred by the Lessee of such relocation. The relocation site must be mutually agreed to in writing by the Parties. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe. If the Parties are unable to agree on a relocation site within the first sixty (60) days of the Relocation Period, either Party may terminate this Agreement in accordance with the Termination section of this Agreement.

4. ACCESS

Lessor grants to Lessee for the Permitted Use nonexclusive vehicular, equipment and pedestrian access to the the Property, and grants to Lessee for the Permitted Use the same benefits to the Access Road as the Lessor enjoys. However, in no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, prevent, diminish or interrupt the Primary Use. Lessor may from time to time relocate the Lessee's access route to the Property upon ninety (90) days prior written notice to Lessee provided such relocation does not interrupt Lessee's ability to access the Property, the Premises, Lessee's facilities, Site Utilities, or public utilities, for the Permitted Use.

5. UTILITIES

A. Public Utilities. Lessee, at its sole cost and expense, shall obtain separately metered utility services from any public utility company which may be necessary for the Permitted Use. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any public or private utility lines which are rightfully installed on the Property as of the Effective Date.

Lessor shall allow and permit any public utility company, for the Permitted Use, to install above-ground facilities and below-ground utility lines, but not overhead poles or cables, within a utility route (Utility Route) designated as "5' Wide Non-Exclusive Utility Route" on **Exhibit B**. However, this Agreement may not and does not require the Lessor as a municipal subdivision of the State of New Mexico to grant or convey any easement or right upon the Property to a public utility company, whether or not it is a condition of such public utility company for providing service to the Lessee for the Permitted Use. If, during the Term (as defined below), Lessee or any public utility company is unable to use the Utility Route for the Permitted Use and Lessor does not grant Lessee or any public utility company the right to use an alternate route on the Property for the installation of the Site Utilities (as defined below), Lessee shall be permitted to terminate this Agreement upon thirty (30) days written notice to Lessor and without penalty.

B. Private Utilities. Lessor grants to Lessee the right to install underground private utilities (Site Utilities) across the Premises and the Property for the Permitted Use. Lessee shall relocate any Site Utility located on the Property but not within the Premises, upon six (6) months prior written notice by Lessor when reasonably provided, and the costs of relocating such Site Utilities shall be borne by Lessee.

6. TERM

The initial term of this Agreement is five years (5) years from the Effective Date (the Initial Term). Thereafter this Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term) unless Lessee delivers to Lessor written notice of Lessee's intent not to automatically renew at lease ninety (90) days before the end of the then current term. The initial Term and any Renewal Terms are hereinafter referred to collectively as the "Term" with three (3) "Optional Additional Terms" of five (5) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

7. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of Two Thousand Dollars ($2,000.00) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor for time to time. Lessee shall identify each Rent payment with the designation or remark "NM4 LAS CAMPANAS". The Rent during the Initial Term shall be subject to increases in accordance with the Rent Escalation section of this Agreement.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days hereafter Lessor will suffer damages that are difficult to calculate. Therefore, the parties agree this if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply to first to any interest owed and then to any principal amount owed.

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one-half percent (2.5%) (Rent Escalation) over the Rent and Holdover Rent in effect during the prior month.

8. MAINTENANCE

A. Lessee shall maintain its facilities so that its external appearance conforms to that which is shown in **Exhibit C**, subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace its facilities and equipment.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Property and the Access Road, to the extent caused by Lessee's (i) construction, operation, maintenance, or other use; or (ii) negligence or willful misconduct. Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Property and the Access Road to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee.

F. Lessor covenants that it will keep the Lessor's water storage tank located on the Property in good repair as necessary to allow the Permitted Use, as required by federal, state or local law, without impairment or diminishment of the Primary Use.

9. HOLDOVER & HOLDOVER RENT

A. Subject to the provisions of this Agreement, Lessee's right to possess the Premises, and to use the Property and the Access Road, shall immediately terminate at the end of the final Renewal Term or upon termination of this Agreement, unless the Parties are then currently negotiating in good faith to enter into a new agreement for continued use of the Premises.

B. If Lessee fails to remove its facilities, including Site Utilities, and restore the Property and Premises to Lessor upon termination of the Agreement, then the provisions of the Agreement shall continue in full force and effect during a holdover period (Holdover Period) except that: (i) the Term shall then be month-to- month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's facilities, including Site Utilities, brought onto the Property by Lessee constitute Lessee's personal property. Lessee may remove any part of the Lessee's facilities and equipment at any time during the Term or the Holdover Period in any manner that does not damage the Property, the Access Road or the Lessor's personal property.

B. Notwithstanding anything in this Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Agreement, Lessee shall remove all of its improvements and will, to the reasonable satisfaction of Lessor, restore the Premises and the Property to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of any and all footings, foundations, or concrete installed by Lessee to a depth of two (2) feet below grade. Site Utilities shall be removed in their entirety unless Lessor agrees in writing to a request from Lessee to abandon any or all Site Utilities in place and cede ownership to Lessor. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe, and shall supersede any requirement under this Agreement to remove such improvement.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this section of the Agreement shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent until Lessee has completed all requirements of this section of the Agreement to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that exist as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11A., and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.

B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Base Station, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents ($1,000,000.00) per occurrence; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than Two Million Dollars and No Cents ($2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Lessee shall use commercially reasonable efforts to provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. TAXES

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, to the extent that they arise from Lessee's use of such and/or the installation, maintenance, and operation of Lessee's facilities or other improvements at the Premises. Lessee is also solely responsible for any sales tax or other tax imposed on the Rent including any increase in real estate taxes at the Premises that arise from the Lessee's improvements thereon and/or Lessee's use of the same. Lessee shall only be relieved of responsibility for any applicable sales taxes to the extent that Lessee is exempt from the payment of said taxes in the jurisdiction where the Premises is located. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax actually payable by Lessor provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessee's responsibility hereunder also includes, without limitation, any applicable tax obligations under New Mexico Revenue and Taxation Code as hereafter amended or superseded. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest or reimbursement to Lessor of such

payment of a property/possessory interest tax levied on Lessor. Lessee shall be solely responsible for the timely payment of such taxes and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Lessee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including any franchise and similar taxes imposed upon the business conducted by Lessee at the Premises. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, or the Access Road.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes-previously paid by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. ASSIGNMENT & SUBLEASING

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

(i) any change of stock ownership, partnership interest, or complete control of Lessee; or

(ii) transfer upon partnership or corporate dissolution of Lessee; or

(iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which the Agreement may be Sold, Assigned or Transferred. Lessor acknowledges and agrees that this Agreement may in whole be sold, assigned or transferred by Lessee without any approval or consent of Lessor to:

(i) Lessee's principal or to any of the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or

(ii) any entity which acquires fifty percent (50%) or more of Lessee's assets in the market defined by the Federal Communications Commission (FCC) in which the Premises is located by reason of a merger, acquisition or other business reorganization.

E. Inter-company Roaming Agreements. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. DEFAULT & RIGHT TO CURE

A. The Parties deem the following as a default by Lessee and a breach of this Agreement:

(i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or

(ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Agreement if the performance

remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Agreement terminated.

16. TERMINATION

A. Termination by Lessee. Lessee may terminate this Agreement:

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Base Station or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(ii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Agreement beyond all applicable cure periods; or

(iii) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Agreement pursuant to Section 16.A(iii), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent (if any) for the then current lease year. Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Agreement if:

(i) Lessee fails to cure any monetary breach of this Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful material interference with Lessor's equipment pursuant to Section 11 .A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Agreement beyond all applicable notice and cure periods.

17. CONDEMNATION

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for the Permitted Use, Lessee may terminate this Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. CASUALTY

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Property or Access Road, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Property or the Access Road is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Property and Access Road, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. WARRANTIES

The Parties warrant as follows:

A. Compliance with Laws. Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement; and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Property or the Access Road, except as specifically provided for pursuant to this Agreement.

20. ENVIRONMENTAL

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, or the Access Road. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B. Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, or the Access Road, to the extent

caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party.

C. The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority.

Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, or the Access Road before the date of this Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Agreement.

21. NOTICES

All notices and demands in regards to this Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor
City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:

City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee
Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate
Site ID: NM4 LAS CAMPANAS

Either Party may change its notice addresses in this Section upon written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22 WAIVER OF LIENS

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's facilities or any portion thereof.

23. BANKRUPTCY

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Agreement is and shall be treated for all purposes and considered for all intents as an "unexpired lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

B. Any person or entity, to which this Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. TECHNICAL STANDARDS

Lessee agrees that the physical installation and operation of the Lessee's facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. MEMORANDUM OF LEASE

Lessee or Lessor may record a "Memorandum of Lease" in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Agreement and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibits attached hereto, the words of this Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person

acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor- authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publicly disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Agreement.

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Property and the grantee of the Access Road, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B. Lessee is solely responsible for complying with the Santa Fe County land Development Code and for payment of all governmental fees.

C. Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Lessee's facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents. To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Agreement. In no event shall such indemnification obligations under this Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, the Property, or the Access Road, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Lessee's facilities, except to the extent

such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with; and

(v) any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Property or the Access Road. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Property or Access Road, or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel mutually-selected by Lessor and Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement. Nothing in this Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance with this Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. MISCELLANEOUS

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Agreement.

C. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive, whether or not specifically required in any Section or provision of this Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

F. Choice of Laws and Venue. This Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate

for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request.

L. Successors. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.

O. 47 U.S.C. §1455(a). The Parties acknowledge and agree that Lessor grants this Agreement in its proprietary capacity as owner of the Premises and the Property, and as the grantee of the Access Road. The Parties further acknowledge and agree that the provisions of 47 U.S.C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630,126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Agreement.

P. 47 C.F.R. § 1.6100 is hereby incorporated by reference into this Agreement (i) to the extent applicable and (ii) for so long as such section remains valid law.

Q. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego such due diligence necessary to determine the condition and suitability of the Premises and Property.

R. No Partnership. This Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

S. Right to Place Antenna. Parties acknowledge and agree that Lessor reserves rights to place antenna(s) on tank or on premises if necessary as part of its Primary Use or for emergency services as needed with proper notice to Lessee and without compensation.

T. Prior Terminated Agreement. Lessor and Lessee agree that this Agreement replaces the Option and Easement Agreement dated March 29, 1995 between Sangre de Cristo Water Company, Lessor and New Mexico #4 Santa Fe RSA West Limited Partnership c/o USWest NewVector Group, Inc., referenced by Lessee as Contract "LAS CAMPANAS NM RSA #4 (the Option and Easement Agreement). During the termination of the Terminated Agreement and the commencement of this Agreement, Lessee may continue to make, and Lessor may continue to receive, rental and other payments pursuant to the Option and Easement Agreement. In such event, any rental or other payments made pursuant to the Option and Easement Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.] [SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

ITEM _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this_____day of_____, 2021.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
KRISTINE MIHELSIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Sep 20, 2021 11:41 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

51150.460350
BUSINESS UNIT/LINE ITEM

LESSEE:
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

_____
DESMOND JACKBIR, DIRECTOR
NETWORK FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF_____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of_____, 2021 by Desmond Jackbir.

Commission Expires: _____
(Seal)

_____
Notary Public

EXHIBIT A
Special Warranty Deed
(6 pages)

SPECIAL WARRANTY DEED
(Real Property/Urban)

PUBLIC SERVICE COMPANY OF NEW MEXICO (including its division Sangre de Cristo Water Company), a New Mexico corporation, for consideration paid, grants to **CITY OF SANTA FE, NEW MEXICO**, a municipal corporation, whose address is Post Office Box 909, Santa Fe, New Mexico 87504-0909, the following described real estate in Santa Fe County, New Mexico:

The real estate parcels more particularly described in Exhibits "A" through "O" attached hereto and incorporated herein by reference;

SUBJECT, HOWEVER, TO:

1. Such covenants, conditions, restrictions, reservations and encumbrances as are applicable to particular parcels and expressly enumerated in the aforementioned exhibits;

2. Liens for taxes, assessments and governmental charges not yet due and payable;

3. Zoning laws and ordinances and similar governmental land use regulations; and

4. Rights reserved to any governmental authority to regulate the affected property

with special warranty covenants.

COUNTY CLERK
JOHN G. ARMIJO
SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE } ss
STATE OF NEW MEXICO 909 973
I hereby certify that this instrument was filed for record on the 3 day of July A.D. 19 at 9:55 o'clock a m and was duly recorded in book 1113, page 317 - 325 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.
Veronica Clayton
Deputy

Exhibit A

1178379

EXHIBIT INDEX TO SPECIAL WARRANTY DEED
(REAL PROPERTY/URBAN)

EXHIBIT	TRACT NO.	COMMON NAME
A	Tract 1	Alto St. Well
B	Tract 2	Agua Fria Well
C	Tract 3	Buckman Reservoir
D	Tract 4	St. Michaels Well
E	Tract 5	Dempsey Tank Site (New)
F	Tract 14	Osage Well
G	Tract 16	Torreon Well
H	Tract 18	Hydro Plant
I	Tract 19	Acre Estates Well
J	Tract 21	Service Center
K	Tract 24	Bauer
* L	Tract 26	Santa Fe Well
M	Tract 27	Buckman Booster #4
N	Tract 28	Country Club Estates
O	Tract 29	Hickox St. Well

Exhibit A

1178417

FEE SIMPLE: TRACT 27
Buckman Booster Station #4, as shown and delineated on that certain plat of survey entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico, and described as follows:

A certain tract of land lying and being situate within Section 8, T.17 N., R.9 E., N.M.P.M., within the County of Santa Fe, New Mexico and being more particularly described by metes and bounds on a plat of survey titled "Plat of Survey Prepared for Public Service Company of New Mexico, Booster Station #4, La Tierra, Within Section 8, T.17 N., R.9 E., N.M.P.M., Santa Fe County, New Mexico", by Richard E. Smith, NMPS No. 5837, dated May, 1994, as follows: Beginning at the southwesterly corner of the tract, a capped rebar marked "Dawson #7014" found, from whence a capped rebar marked "Koogle & Pouls Eng. 1358 20" being the corner common to Sections 7, 8, 17 & 18, T.17 N., R.9 E., bears S. 53°00'50" W., 529.55 feet; thence from said point of beginning, N. 27°59'00" E., 270.00 feet to a S. & W. capped rebar set; thence, S. 62°01'00" E., 300.15 feet to a S. & W. capped rebar set; thence, S. 27°59'00" W., 270.00 feet to a capped rebar marked "Dawson #7014" found; thence, N. 62°01'00" W., 300.15 feet to the point and place of beginning.

TOGETHER WITH

EASEMENT APPURTENANT TO TRACT 27

A strip of land forty (40) feet wide being twenty (20) feet on either side of the following described centerline, more fully described as follows:
Beginning at a point on the west property line of Booster Station No. 4, Buckman Water Project, lying within Section 8, Township 17 North, Range 9 East, of the New Mexico Principal Meridian, from whence the southwest corner of said property bears S. 27°59'00" W., a distance of one hundred and thirty-two (132.00) feet; thence from said point of beginning N. 62°01' W., a distance of thirty-eight (38.0) feet; thence N. 27°59' E., a distance of two hundred thirty-five (235.0) feet to a point on the Santa Fe, Buckman Road and the end of the line herein described. Created by Grant of Easement by and between La Tierra, Ltd., a New Mexico limited partnership and Public Service Company of New Mexico, dated September 30, 1987 and recorded in Misc. Book 592, Page 975, and as shown and delineated on that certain plat entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Exhibit A

1178418

SUBJECT TO THE FOLLOWING EXCEPTIONS:

Terms and Conditions contained in Patent from United States of America to State of New Mexico, dated October 13, 1916, and recorded in Misc. Book 524, Page 462, in the records of Santa Fe County, New Mexico.

Terms, Conditions and Reservation contained in Patent from the State of New Mexico to Robert H. Weil and Suzanne H. Weil, dated December 13, 1977, and recorded in Misc. Book 356, Page 644, in the records of Santa Fe County, New Mexico.

Dirt road, deviation of fences from property boundary lines, encroachment of Gas Company fence - utility boxes on Northeast side, and encroachment of utility box onto west side, utility box on concrete pad within 10 foot wide utility easement, 10 foot wide underground utility easements, underground gas lines, underground telephone lines, underground water lines, underground cable TV line, concrete headwalls and irrigation pinflags, rights of others in and to that area lying between the east fence line and the area occupied by the Gas Company of New Mexico, all as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Rights of others in and to the easement granted herein.

Reversionary Clause in Warranty Deed from La Tierra, Ltd., to Public Service Company of New Mexico, dated September 30, 1987 and recorded in Book 592, Page 973, in the records of Santa Fe County, New Mexico.

Easement Agreement by and between Sangre de Cristo Water Company and New Mexico #4 Santa Fe RSA West Limited Partnership, as evidenced of record by Memorandum of Option and Easement Agreement dated March 29, 1995 and recorded in Book 1162, Pages 647-651, and as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico (the "Plat").

1178419

Exhibit A

TRACT 27

RESERVING AND EXCEPTING unto Grantor, its successors and assigns, nonexclusive utility easements for the 10' Wide Underground Utility Easements, and the utility box on concrete pad located on such easements, as shown on the above-referenced Plat.

ITEM _____

Exhibit B
Existing Utility Route Sketch
(2 pages)

Exhibit B

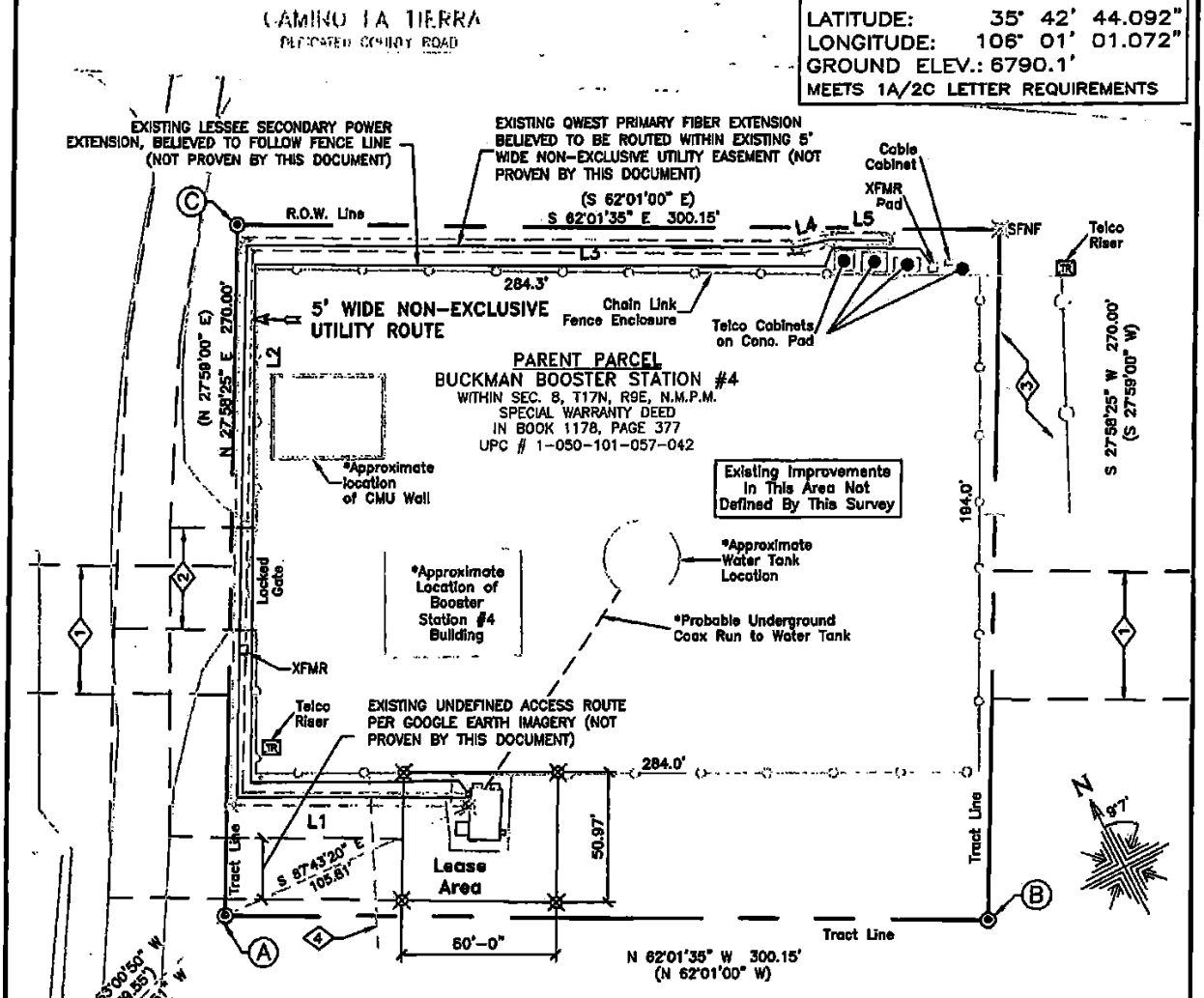
EXISTING UTILITY ROUTE SKETCH

GENERAL LEGAL DESCRIPTION OF LESSOR'S PARCEL

SITUATE WITHIN
SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

COORDINATE REPORT (NAD83/NAVD88)

LATITUDE: 35° 42' 44.092"
LONGITUDE: 106° 01' 01.072"
GROUND ELEV.: 6790.1'
MEETS 1A/2C LETTER REQUIREMENTS



LEGEND

- FOUND 5/8" REBAR W/ALUMINUM CAP STAMPED "K&P 1358 20" [SW CORNER SECTION 8]
- FOUND SURVEY MONUMENT (AS NOTED)
- CALCULATED CORNER (POINT NOT SET)
- SFNF SEARCHED FOR NOT FOUND
- ( ) BEARING AND DISTANCE IN PARENTHESIS ARE FROM DOCUMENTS OF RECORD
- * SHOWN FOR REFERENCE, NOT DEFINED BY THIS SURVEY

NOTES:

1) UTILITY ROUTES SHOWN HEREIN ARE BASED ON HISTORICAL DATA AND REASONABLE ASSUMPTIONS, AND ARE NOT PROVEN BY THIS DOCUMENT.
2) PRIVATE UTILITY LOCATES ARE RECOMMENDED TO CONFIRM THE ROUTES SHOWN.

LINE	BEARING	DISTANCE
L1	N 62°01'35" W	91.45'
L2	N 27°58'25" E	216.48'
L3	S 62°01'35" E	217.21'
L4	S 76°33'37" E	13.57'
L5	S 62°01'35" E	21.69'

60'-0" 0 60'-0"
30' 15'
SCALE: 1" = 60'-0"

DESIGNED FOR: verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

DESIGNED BY: JS INFRASTRUCTURE PARTNERS

PROJECT NAME:	VZW NM4 LAS CAMPANAS
PROJECT ADDRESS:	BUCKMAN BOOSTER STATION #4
SHEET TITLE:	LEASE EXHIBIT A
BY: DWW	SHEET NUMBER: SK1
DATE: 10/11/2019 9:40 AM	

Exhibit B

KEYED NOTES

(A) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ORIGIN OF SURVEY]

(B) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ALIGNMENT]

(C) FOUND #5 REBAR W/ALUMINUM CAP STAMPED "S&W 5837"

<1> 50' WIDE P.N.M. WATERLINE EASEMENT BOOK 092, PAGE 978-984 SANTA FE COUNTY RECORDS

<2> 40' WIDE ACCESS EASEMENT BOOK 592, PAGE 975 SANTA FE COUNTY RECORDS

<3> GAS COMPANY OF NEW MEXICO Non-Accessible Chain Link Enclosure

<4> CAUTION: Approximate Location of Potential Underground 2" PVC Pipe [Shown on Record Plat Filed June 30, 1994, Book 278, Page 045]

REFERENCE DOCUMENTS:	
1.	NEW LIGHT POLE ARM TO BE INSTALLED AT THE ELEVATION REQUIRED TO ENSURE THE HEIGHT OF THE LIGHT REMAINS CONSISTENT WITH EXISTING LIGHT POLES OF SIMILAR DESIGN
2.	SPECIAL WARRANTY DEED, BETWEEN PUBLIC SERVICE COMPANY OF NEW MEXICO (GRANTOR) AND CITY OF SANTA FE, NEW MEXICO (GRANTEE), RECORDED JULY 3, 1995, IN BOOK 1178, PAGE 377, RECORDS OF SANTA FE COUNTY, NM.
3.	GRANT OF EASEMENT, BETWEEN LA TIERRA, LTD (GRANTOR) AND PUBLIC SERVICE COMPANY OF MEW MEXICO (GRANTEE), RECORDED SEPTEMBER 30, 1981, IN BOOK 592, PAGE 975, RECORDS OF SANTA FE COUNTY, NM.
4.	MEMORANDUM OF OPTION & EASEMENT AGREEMENT, BETWEEN SANGRE DE CRISTO WATER COMPANY (GRANTOR) AND NEW MEXICO #4 SANTA FE RSA WEST LIMITED PARTNERSHIP (GRANTEE), RECORDED MAY 9, 1995, AS DOCUMENT NO. 903.924, IN BOOK 1162, PAGE 647, RECORDS OF SANTA FE COUNTY, NM.
5.	PLAT OF SURVEY PREPARED FOR PUBLIC SERVICE COMPANY OF NEW MEXICO, RECORDED JUNE 30, 1994, IN PLAT BOOK 278, PAGE 045, RECORDS OF SANTA FE COUNTY, NM.

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

DESIGNED BY:
INFRASTRUCTURE PARTNERS

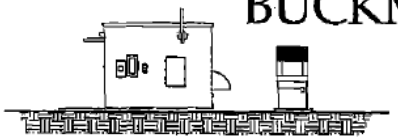
PROJECT NAME:	VZW NM4 LAS CAMPANAS
PROJECT ADDRESS:	BUCKMAN BOOSTER STATION #4
SHEET TITLE:	LEASE EXHIBIT A
BY: DWW	SHEET NUMBER: SK2
DATE: 10/11/2019 9:40 AM	

Exhibit C

verizonwireless

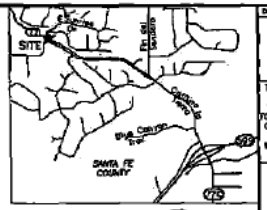
NM4 LAS CAMPANAS
BUCKMAN BOOSTER STATION #4

PARCEL NO. #1050101057042
SANTA FE, NEW MEXICO
SANTA FE COUNTY



SOUTHWEST ELEVATION
SCALE: N.T.S.

GENERATOR INSTALLATION PROJECT



VICINITY MAP
SCALE: 1" = 4375' NORTH

PREPARED FOR:
verizonwireless
4821 EUBANK NE
ALBUQUERQUE, NM 87111

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TowerCom TECHNOLOGIES
4520 MONTGOMERY BLVD, NE, SUITE 5 ALBUQUERQUE, NM 87109
Tel: 505-332-4854 Fax: 505-332-4856

REV	SHEET TITLE	DATE	BY
0	PRELIMINARY - SHORT TERM DISTRIBUTION	05/05/05	DAM
1	APPROVED FOR CONSTRUCTION	10/07/05	MDD
2	ADDED LANDSCAPING PLANT	04/28/06	LAB
3	ADDED LEASE AREA AND EQUIPMENT DIMENSIONS	10/24/06	RT
4			JBC

APPROVED FOR CONSTRUCTION

PROJECT NAME:
NM4 LAS CAMPANAS GENERATOR INSTALLATION

PROJECT ADDRESS:
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

SHEET TITLE:
TITLE SHEET

PROJECT NUMBER:
07-057-131

SHEET NUMBER:
T1

SHEET INDEX

SHT	TITLE	REV
T1	TITLE SHEET	2
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C3	ELEVATIONS	2
C4	SECTIONS & DETAILS	2
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LS1	LANDSCAPING SITE PLAN	2
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SU2	SURVEY TOPOGRAPHIC/UTILITY PLAN	B
SU3	EXISTING CONDITIONS OF PARENT TRACT	B

PROJECT INDEX:

APPLICANT:
VERIZON WIRELESS
4821 EUBANK NE
ALBUQUERQUE, NM 87111

CONTACT: JEFF DEWALT
PHONE: 505-250-3004

ENGINEERS/DESIGNERS:
TOWERCOM TECHNOLOGIES LLC
4520 MONTGOMERY BLVD. NE.
SUITE 5
ALBUQUERQUE, NM 87109

CONTACT: JASON DICKMAN, PE
PHONE: 505-232-4854

SURVEYOR:
TOWERCOM TECHNOLOGIES LLC
4520 MONTGOMERY BLVD. NE.
SUITE 5
ALBUQUERQUE, NM 87109

CONTACT: L. DEAN VAN METRE, RPLS
PHONE: 915-474-2953

DRIVING DIRECTIONS:

FROM ALBUQUERQUE INTERNATIONAL AIRPORT HEAD WEST ON SUNPORT BLVD. TO INTERSTATE 25, TAKE I-25 NORTH FOR 51.6 MILES TOWARD SANTA FE, AT EXIT 276A TAKE SR-599, FOR 10.2 MILES TOWARD CAMINO LA TIERRA, TURN LEFT ONTO CAMINO LA TIERRA, FOR 1.9 MILES, TURN LEFT ONTO DIRT ROAD AND SITE IS ON LEFT SIDE OF ROAD.

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, UNLESS INDICATED OTHERWISE.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS, THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

BUILDING CODE ANALYSIS (2006 INTERNATIONAL BUILDING CODE):

PROPERTY OWNER:	SANCHE DE CRISTO WATER CO. 891 WEST SAN MATEO SANTA FE, NM 87502 PHONE: (505) 473-3290
ASSESSOR'S PARCEL NO:	1050101057042
OCCUPANCY CLASSIFICATION:	U - UTILITY & MISC.
TYPE OF CONSTRUCTION:	TYPE V-B

ITEM:	REQUIRED/ALLOWED:	PROVIDED:	COMPLIANCE:
FIRE SPRINKLERS:	NO	N/A	YES
FIRE ALARM:	NO	YES, ALARMED BACK TO MARKET SWITCH FACILITY	YES
BUILDING HEIGHT:	UP TO 50'	N/A	YES
BUILDING STORIES:	2	N/A	YES
BUILDING AREA:	UP TO 9,000 SQ FT.	N/A	YES
OCCUPANT LOAD:	N/A	N/A	YES
NUMBER OF EXITS:	1	N/A	YES
FIRE RESISTANCE OF EXTERIOR WALLS:	1 HOUR	N/A	YES
FIRE RESISTANCE RATING OF BUILDING ELEMENTS:	1 HOUR	N/A	YES
PROTECTION OF OPENINGS:	N/A	N/A	YES
NON-SEPERATED OR SEPERATED USES	N/A	N/A	YES
ROOF COVERING MATERIAL:	CLASS B	N/A	YES
PLUMBING FIXTURES:	NONE	N/A	YES
SPECIAL INSPECTIONS:	N/A	N/A	YES

FCC COMPLIANCE:

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

ADA COMPLIANCE:

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

PROJECT DESCRIPTION:

THE SCOPE OF THIS PROJECT SHALL INVOLVE THE INSTALLATION OF ONE (1) 60KW DIESEL BACK-UP GENERATOR WITH BELLY FUEL TANK AND THE INSTALLATION OF A NEW CHAIN LINK FENCE.

ABBREVIATED LEGAL DESCRIPTION:

SITUATE WITHIN SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M. SANTA FE COUNTY, NEW MEXICO

Exhibit C

GENERAL PROJECT NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTORS RESPONSIBILITY.
2. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
4. EXCESS SOIL MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
5. CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEVATIONS AS NECESSARY TO INSURE A SITE FREE OF DRAINAGE PROBLEMS.
6. CONTRACTOR SHALL COORDINATE A CONSTRUCTION LAYDOWN AREA WITH THE PROPERTY OWNER. CONSTRUCTION LAYDOWN AREA SHALL BE FENCED IN WITH TEMPORARY (45 DAY) CONSTRUCTION FENCE, 6' HIGH CHAIN LINK FABRIC. THE TEMPORARY FENCE SHALL BE REMOVED AT THE END OF CONSTRUCTION AND THE LAYDOWN AREA RESTORED TO ITS ORIGINAL CONDITION.
7. ALL SOIL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557. CONTRACTOR TO COMPACT ALL SOIL INTENDED TO SUPPORT ALL FOUNDATION AND FOOTINGS.
8. SURVEY INFORMATION SHOWN WAS CREATED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.

CHAIN LINK FENCE NOTES:

INSTALL FENCING PER ASTM F-567. SWING GATES PER ASTM F-900)

1. GATE POST: 4" SCHEDULE 40 PIPE FOR GATE WIDTHS UP THROUGH 6 FEET OR 12 FEET FOR DOUBLE SWING GATE, PER ASTM F-1083.
2. LINE POST: 2" (2.375 O.D.) SCHEDULE 40 PIPE PER ASTM F-1083, 10'-0" MAX. SPACING BETWEEN POSTS.
3. CORNER POST: 3" SCHEDULE 40 PIPE PER ASTM F-1083.
4. GATE FRAME: 1 1/2" (1.875" O.D.) SCHEDULED 40 PIPE, PER ASTM F-1083.
5. TOP RAIL & BRACE RAIL: 1 1/2" (1.875" O.D.) SCHEDULE 40 PIPE, PER ASTM F-1083.
6. FABRIC: 9 GA. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM A-392.
7. TIE WIRE: MINIMUM 11 GA. GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX 24" INTERVALS.
8. TENSION WIRE: 7 GA. GALVANIZED STEEL.
9. BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA. 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
10. GATE LATCH: 1 3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK.
11. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENTS SHALL BE COMPLIED WITH IF REQUIRED.

IBC 2006 STRUCTURAL DESIGN CRITERIA:

1. ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2006 (IBC 2006) AND MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7)
2. ROOF LIVE LOADS: SECTION 1607.11.2 APPLIES
   Lr = 20R1R2
   R1 = 1.0 (A≤200FT²)
   R2 = 1.0 (F≤4)
3. WIND LOADS: SECTION 1609 AND ASCE 7 SECTION 6.4.1 APPLIES
   EXP B, Vas =100MPH
   HEIGHT & EXPOSURE COEF. = 1.0
   IMPORTANCE FACTOR = 1.0
4. SEISMIC LOADS: SECTION 1613.5.6.2 AND ASCE 7 SECTION 9.5.4 APPLIES "SIMPLIFIED ANALYSIS PROCEDURE". ASCE 7 SECTION 9.5.2.5.1 SATISFIED.
   SEISMIC USE GROUP I, SITE CLASS D
   $V = \frac{1.2 S_{DM}}{R}$
   Fa = SITE COEF. = 1.4
   SI = SPECTRAL ACCELERATION = 0.5
   $S_{MS} = F_a S_S = 0.70$
   $S_{DS} = (2/3) S_{MS} = 0.467$

CONCRETE NOTES:

1. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4,000 PSI @28 DAYS.
2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60.
3. CONTRACTOR SHALL PROVIDE CLEARANCE FOR ALL REBAR OF 3" UNLESS NOTED OTHERWISE.
4. ALL REBAR SHALL BE SUPPORTED ABOVE SOIL SURFACE WITH ACI-APPROVED METAL REBAR CHAIRS.

GENERATOR INFORMATION:

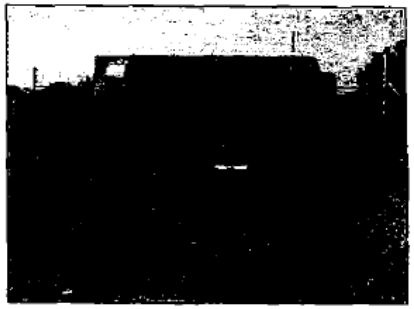
1. THE INTENDED USE OF THIS GENERATOR IS FOR BACK-UP POWER PURPOSES ONLY. THE GENERATOR WILL BE PERIODICALLY CYCLED AND EXERCISED TO ENSURE CONTINUED RELIABILITY.
2. THIS GENERATOR OPERATES AT AN AVERAGE SOUND LEVEL OF 67 DECIBELS WHICH IS COMPARABLE TO THE SOUND LEVEL OF A NORMAL CONVERSATION BETWEEN TWO PEOPLE (70 DECIBELS).

LEGEND OF SYMBOLS

- REFERENCE LETTER OR NUMBER / SECTION OR DETAIL / SCALE
- SHEET WHERE DRAWN / SHEET WHERE TAKEN
- EQUIPMENT OR FIXTURE NUMBER
- KEYED NOTE
- T.C. 1831.33 / F.L. 1831.00 — SPOT ELEVATION
- TOP OF WALL 1839.00 — CONTROL OR DATUM POINT
- PROPERTY LINE
- 1831 — EXISTING CONTOUR
- 1831 — NEW CONTOUR
- SECTION LETTER / SHEET WHERE DRAWN / SHEET WHERE TAKEN
- DETAIL NUMBER / SHEET WHERE DRAWN / SHEET WHERE TAKEN

SYMBOLS USED AS ABBREVIATIONS:

∠ └	ANGLE	⊥	PERPENDICULAR
℄	CENTERLINE	ø	ROUND/DIAMETER
C	CHANNEL	⌀	SQUARE
¢	PENNY	~	APPROXIMATELY



VIEW OF NEW GENERATOR LOCATION

VIEW OF NEW GENERATOR LOCATION

APPROVED FOR CONSTRUCTION

PREPARED FOR:
verizonwireless
4821 EUBANK NE
ALBUQUERQUE, NM 87111

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TowerCom TECHNOLOGIES
(505) MONTGOMERY BLVD. NE, STE. 9 ALBUQUERQUE, NM 87109
Tel 505-232-1604 Fax 505-232-1689

REV	DESCRIPTION	DATE	BY
A	PRELIMINARY - NOT FOR CONSTRUCTION	06/04/07	LRD
B	UPDATED LANDSCAPING PLAN	08/30/07	LRD
C	UPDATED LANDSCAPING PLAN	11/29/07	MT
1	ISSUED LEASE AREA FOR COMPLIANT DRAWINGS	10/24/08	TIT

JASON D. DICKMAN
NEW MEXICO
14846
REGISTERED PROFESSIONAL ENGINEER

PROJECT NAME:
NM4 LAS CAMPANAS GENERATOR INSTALLATION

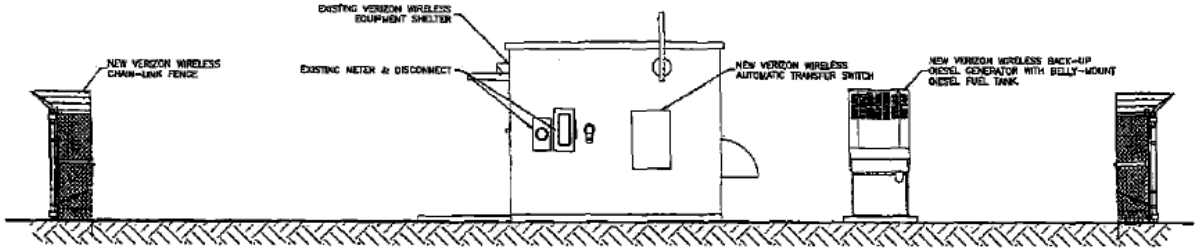
PROJECT ADDRESS:
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

SHEET TITLE:
SPECIFICATION & PHOTO SHEET

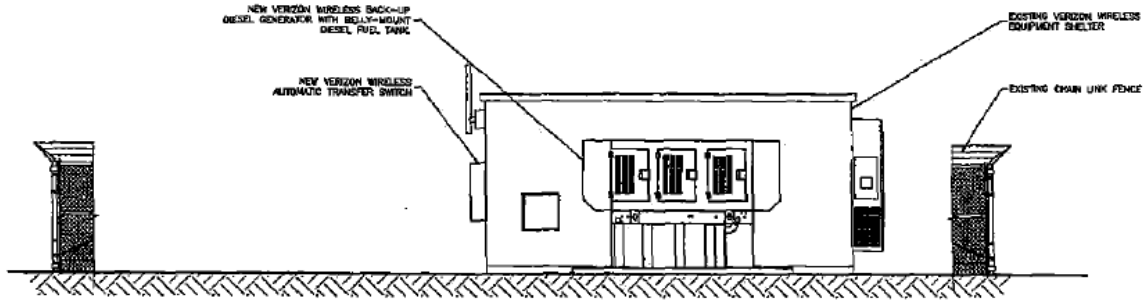
PROJECT NUMBER:
07-037-131

SHEET NUMBER:
SP1

Exhibit C



SOUTHWEST ELEVATION
SCALE: 3/16" = 1'-0"



SOUTHEAST ELEVATION
SCALE: 3/16" = 1'-0"

APPROVED FOR CONSTRUCTION

verizonwireless
4821 EUBANK NE
ALBUQUERQUE, NM 87111

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TowerCom TECHNOLOGIES
4520 MONTGOMERY BLVD. NE, SUITE 5 ALBUQUERQUE, NM 87109
Tel: 505-332-1984 Fax: 505-332-1988

DWG	REVISIONS	DATE	BY	DWN
A	PRELIMINARY - NOT FOR CONSTRUCTION	08/01/07	JJS	JDS
0	APPROVED FOR CONSTRUCTION	12/07/07	JJS	JDS
1	ADDED LANDSCAPING PLAN	04/16/08	RT	JDS
2	ADDED STORE REX AND EQUIPMENT DIMENSIONS	10/24/08	RT	JDS

JASON D. DICKMAN
NEW MEXICO
14848
REGISTERED PROFESSIONAL ENGINEER

NM4 LAS CAMPANAS GENERATOR INSTALLATION

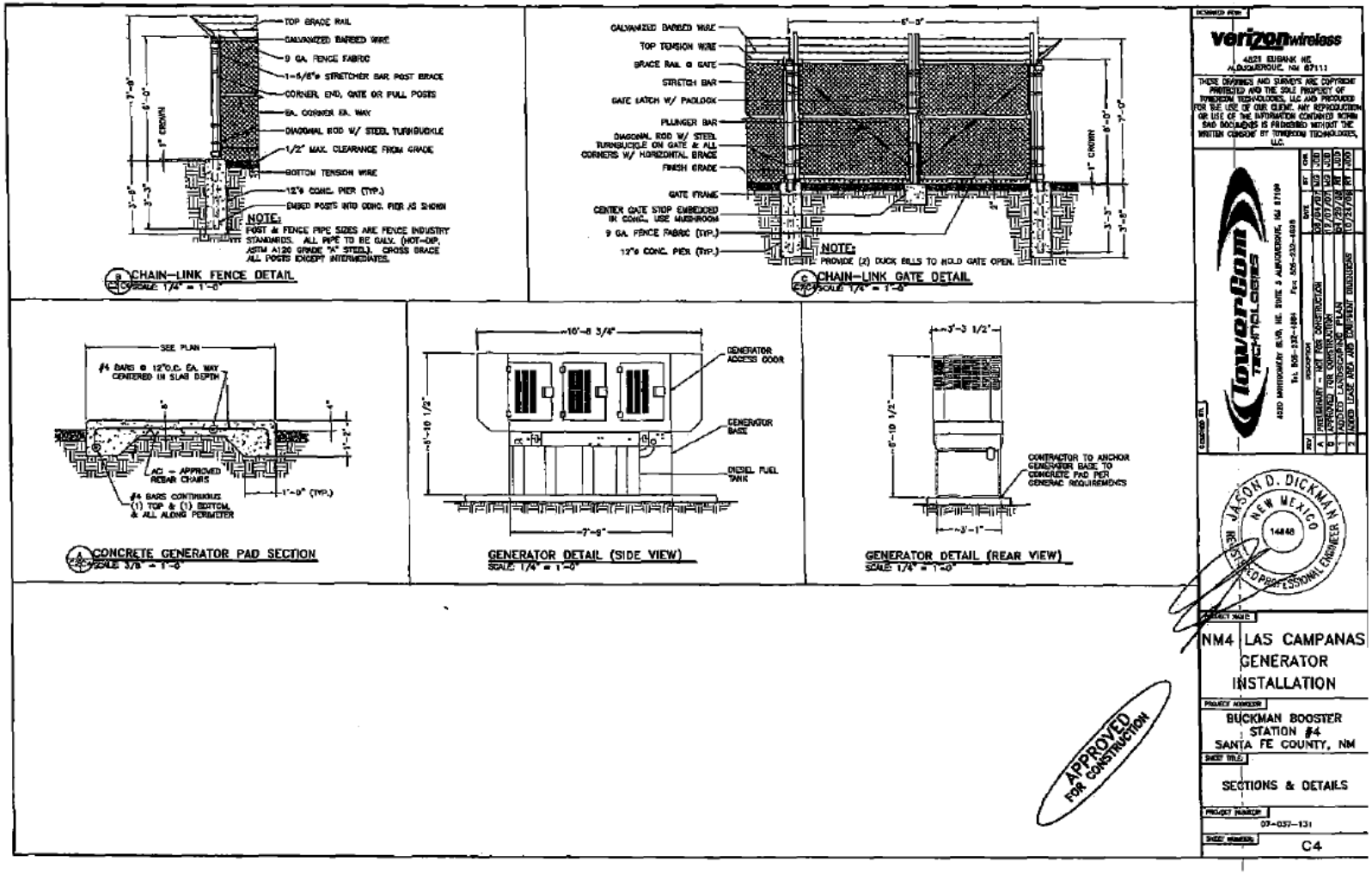
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

ELEVATIONS

07-037-1.31

C3

Exhibit C



verizonwireless
4521 EUBANK NE
ALBUQUERQUE, NM 87111

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towercom TECHNOLOGIES
4020 MONTGOMERY BLVD. NE, SUITE 2 ALBUQUERQUE, NM 87109
Tel 505-232-4884 Fax 505-232-4883

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	06/07/07	MD	JDD
B	APPROVED FOR CONSTRUCTION	11/07/07	MD	JDD
1	ADDED LANDSCAPING PLAN	04/28/08	MT	JDD
2	ADDED LEASE AREA AND EQUIPMENT DIMENSIONS	10/23/08	MT	JDD

LICENSED AGENT

JASON D. DICKMAN NEW MEXICO 14448 REGISTERED PROFESSIONAL ENGINEER

APPROVED FOR CONSTRUCTION

PROJECT NAME
NM4 LAS CAMPANAS GENERATOR INSTALLATION

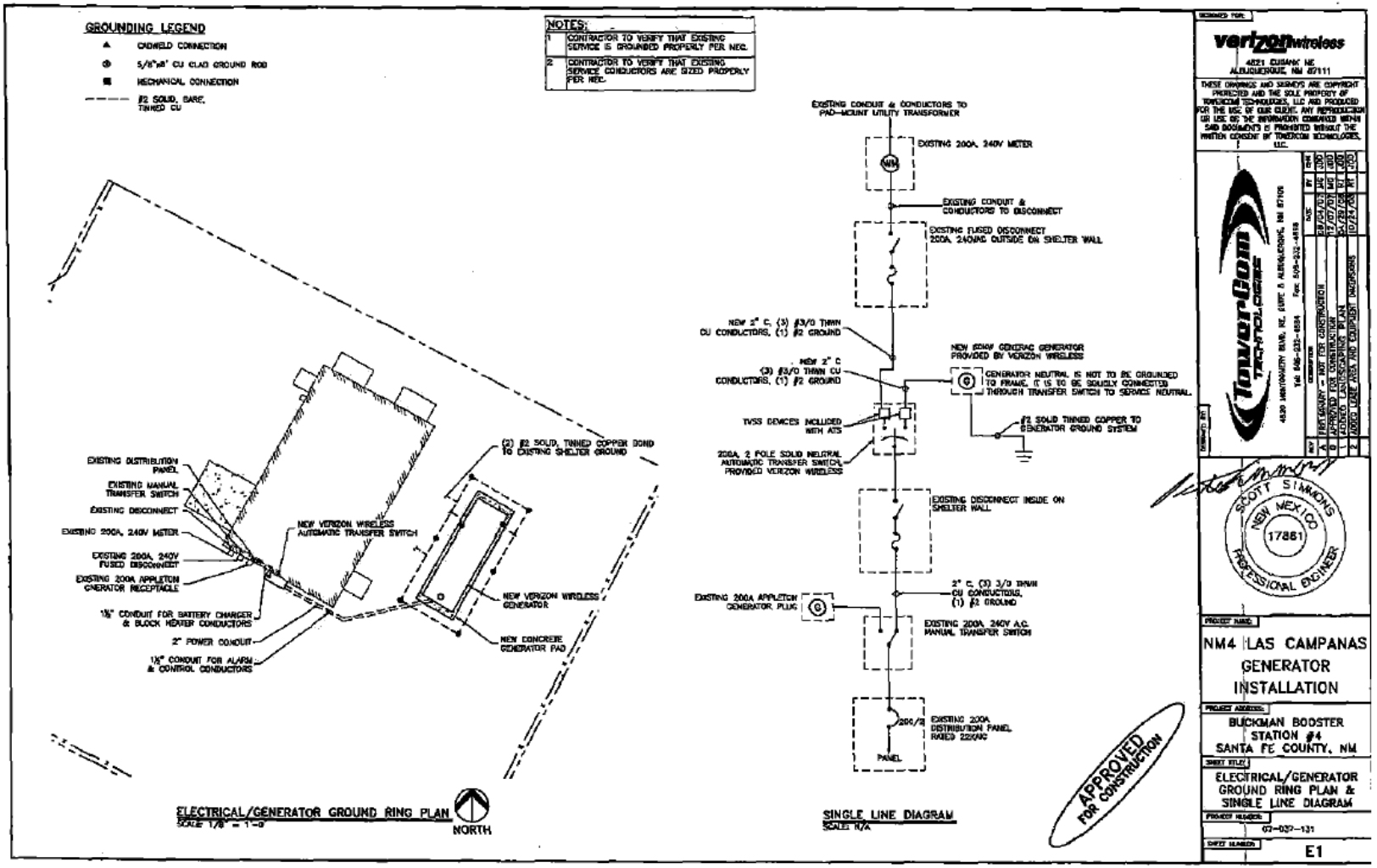
PROJECT ADDRESS
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

SHEET TITLE
SECTIONS & DETAILS

PROJECT NUMBER
07-037-131

SHEET NUMBER
C4

Exhibit C


GROUNDING LEGEND
CADWELD CONNECTION
5/8"x8' CU CLAD GROUND ROD
MECHANICAL CONNECTION
#2 SOLID, BARE, TINNED CU
NOTES:
1 CONTRACTOR TO VERIFY THAT EXISTING SERVICE IS GROUNDED PROPERLY PER NEC.
2 CONTRACTOR TO VERIFY THAT EXISTING SERVICE CONDUCTORS ARE SIZED PROPERLY PER NEC.
EXISTING DISTRIBUTION PANEL
EXISTING MANUAL TRANSFER SWITCH
EXISTING DISCONNECT
EXISTING 200A, 240V METER
EXISTING 200A, 240V FUSED DISCONNECT
EXISTING 200A APPLETON GENERATOR RECEPTACLE
1½" CONDUIT FOR BATTERY CHARGER & BLOCK HEATER CONDUCTORS
2" POWER CONDUIT
1½" CONDUIT FOR ALARM & CONTROL CONDUCTORS
NEW VERIZON WIRELESS AUTOMATIC TRANSFER SWITCH
(2) #2 SOLID, TINNED COPPER BOND TO EXISTING SHELTER GROUND
NEW VERIZON WIRELESS GENERATOR
NEW CONCRETE GENERATOR PAD
NORTH
ELECTRICAL/GENERATOR GROUND RING PLAN
SCALE 1/8" = 1'-0
EXISTING CONDUIT & CONDUCTORS TO PAD-MOUNT UTILITY TRANSFORMER
EXISTING 200A, 240V METER
EXISTING CONDUIT & CONDUCTORS TO DISCONNECT
EXISTING FUSED DISCONNECT 200A, 240VAC OUTSIDE ON SHELTER WALL
NEW 2" C. (3) #3/0 THWN CU CONDUCTORS, (1) #2 GROUND
NEW 2" C (3) #3/0 THWN CU CONDUCTORS, (1) #2 GROUND
NEW 60KW GENERAC GENERATOR PROVIDED BY VERIZON WIRELESS
GENERATOR NEUTRAL IS NOT TO BE GROUNDED TO FRAME. IT IS TO BE SOLIDLY CONNECTED THROUGH TRANSFER SWITCH TO SERVICE NEUTRAL.
#2 SOLID TINNED COPPER TO GENERATOR GROUND SYSTEM
TVSS DEVICES INCLUDED WITH ATS
200A, 2 POLE SOLID NEUTRAL AUTOMATIC TRANSFER SWITCH PROVIDED VERIZON WIRELESS
EXISTING DISCONNECT INSIDE ON SHELTER WALL
EXISTING 200A APPLETON GENERATOR PLUG
2" C. (3) 3/0 THWN CU CONDUCTORS, (1) #2 GROUND
EXISTING 200A, 240V A.C. MANUAL TRANSFER SWITCH
200/3
EXISTING 200A DISTRIBUTION PANEL RATED 22KAIC
PANEL
SINGLE LINE DIAGRAM
SCALE N/A
APPROVED FOR CONSTRUCTION
verizon wireless
4821 CUSANO NE
ALBUQUERQUE, NM 87111
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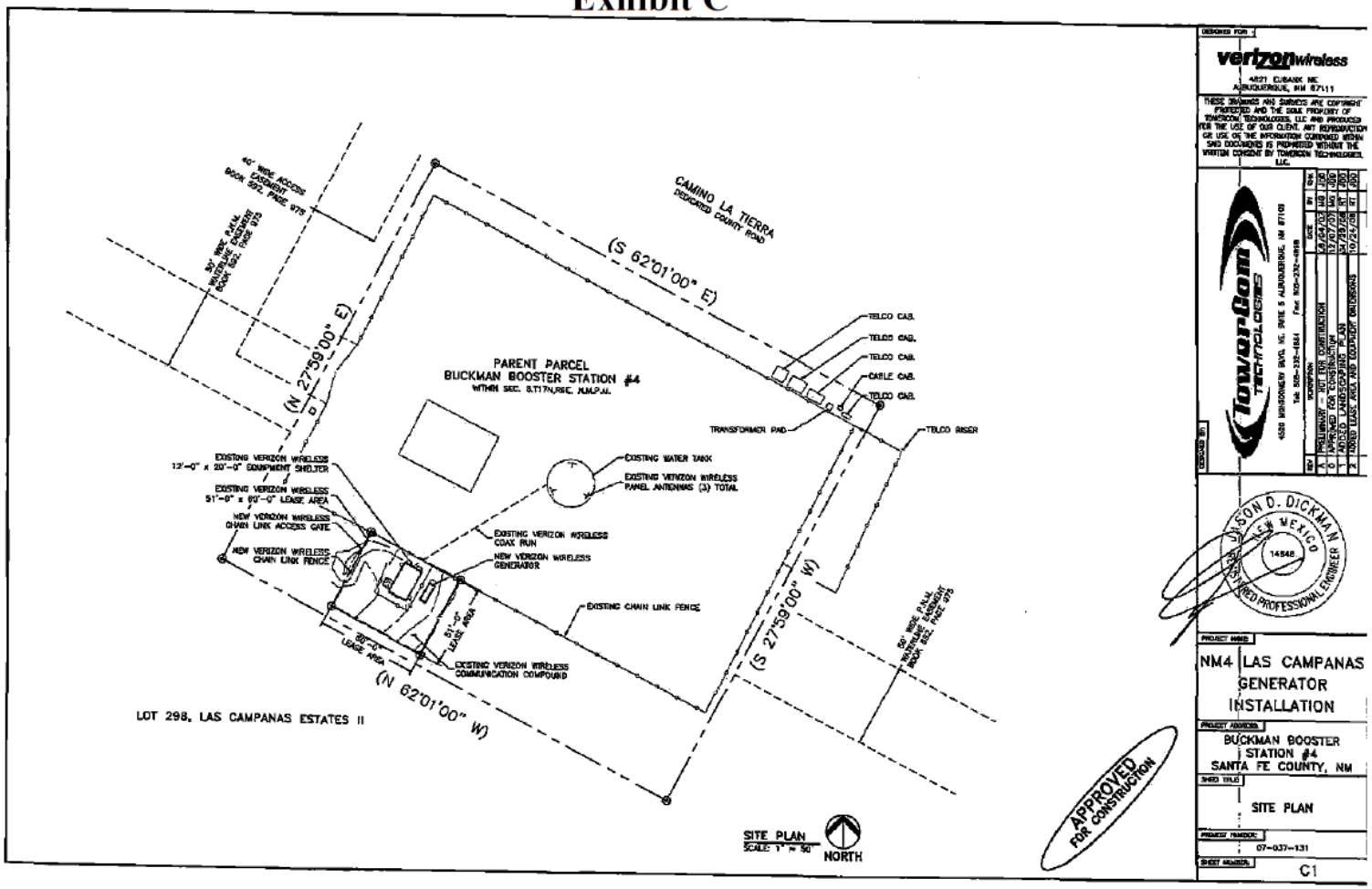
TowerCom TECHNOLOGIES
4830 MONTGOMERY BLVD. NE, SUITE A ALBUQUERQUE, NM 87109
Tel: 505-232-4568 Fax: 505-232-4618
REV A FIRST SUBMITTAL -- NOT FOR CONSTRUCTION 08/04/07 JPC 100%
B APPROVED FOR CONSTRUCTION 11/07/07 MG 100%
C REVISED LANDSCAPING PLAN 05/29/08 RT 100%
D ADDED LEASE AREA AND EQUIPMENT DIAGRAMS 10/24/08 MT 100%
SCOTT SIMMONS NEW MEXICO 17881 PROFESSIONAL ENGINEER
PROJECT NAME
NM4 LAS CAMPANAS GENERATOR INSTALLATION
PROJECT ADDRESS
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
SHEET TITLE
ELECTRICAL/GENERATOR GROUND RING PLAN & SINGLE LINE DIAGRAM
PROJECT NUMBER
07-037-131
SHEET NUMBER
E1

Exhibit C



DESIGNED FOR

verizonwireless

4021 EUBANK NE
ALBUQUERQUE, NM 87111

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towercom TECHNOLOGIES
4520 MONTGOMERY BLVD. NE, SUITE 5 ALBUQUERQUE, NM 87109
tel: 505-332-4984 Fax: 505-332-4998

REV	DESCRIPTION	DATE	BY	CHK
0	PRELIMINARY - NOT FOR CONSTRUCTION	4/24/08	MB	JBD
1	ISSUED FOR CONSTRUCTION	5/19/08	MB	JBD
2	REVISED LEASE AREA	6/19/08	MB	JBD
3	REVISED LEASE AREA AND EQUIPMENT DIMENSIONS	10/24/08	MB	JBD

DRAWN BY

JASON D. DICKMAN
NEW MEXICO
14548
REGISTERED PROFESSIONAL ENGINEER

PROJECT NAME
NM4 LAS CAMPANAS GENERATOR INSTALLATION

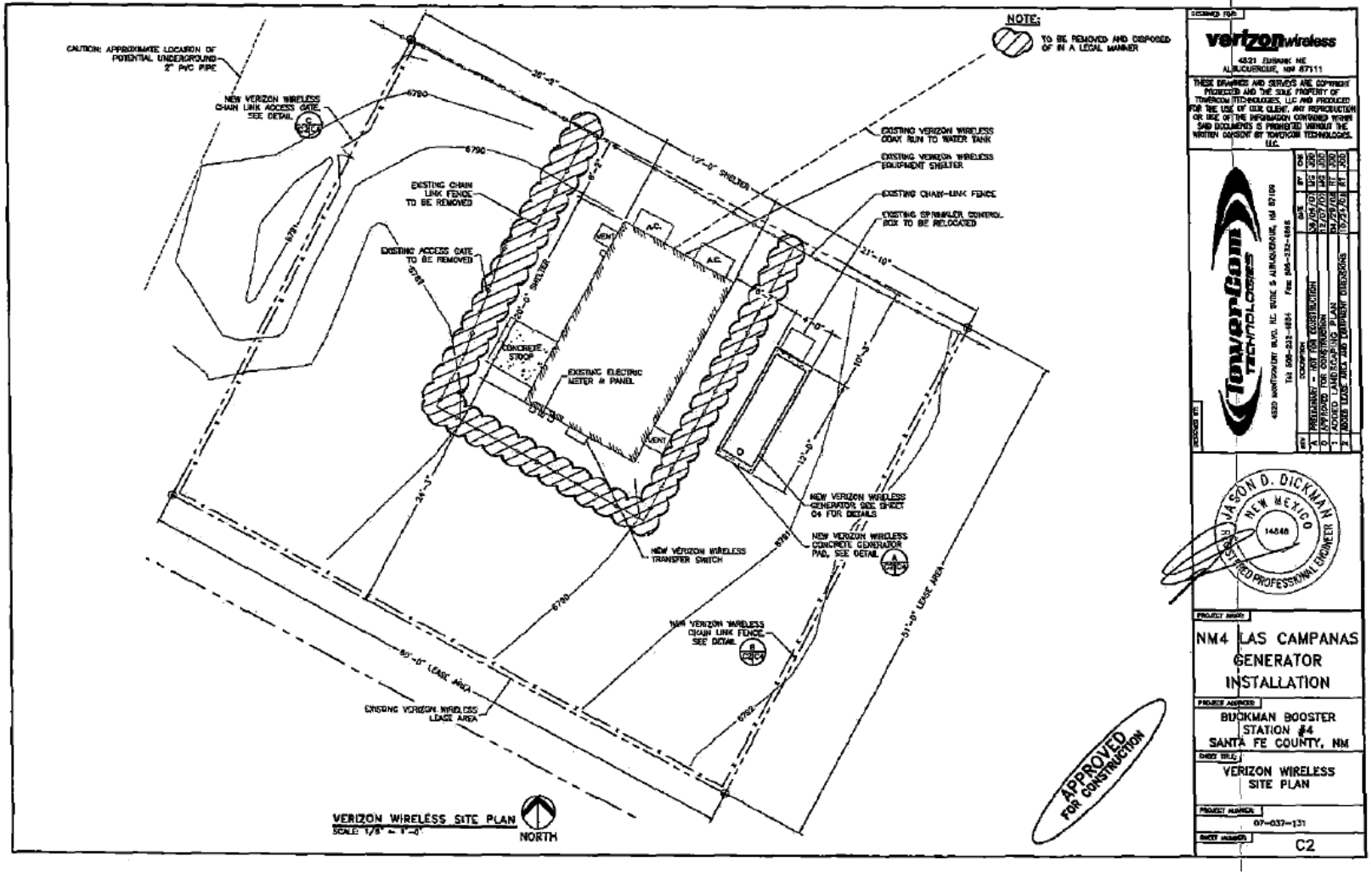
PROJECT ADDRESS
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

SHEET TITLE
SITE PLAN

PROJECT NUMBER
07-037-131

SHEET NUMBER
C1

Exhibit C


NOTE:
TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER
CAUTION: APPROXIMATE LOCATION OF POTENTIAL UNDERGROUND 2" PVC PIPE
NEW VERIZON WIRELESS CHAIN LINK ACCESS GATE. SEE DETAIL
EXISTING CHAIN LINK FENCE TO BE REMOVED
EXISTING ACCESS GATE TO BE REMOVED
EXISTING VERIZON WIRELESS COAX RUN TO WATER TANK
EXISTING VERIZON WIRELESS EQUIPMENT SHELTER
EXISTING CHAIN-LINK FENCE
EXISTING SPRINKLER CONTROL BOX TO BE RELOCATED
CONCRETE STOOP
EXISTING ELECTRIC METER & PANEL
NEW VERIZON WIRELESS GENERATOR. SEE SHEET C4 FOR DETAILS
NEW VERIZON WIRELESS CONCRETE GENERATOR PAD. SEE DETAIL
NEW VERIZON WIRELESS TRANSFER SWITCH
NEW VERIZON WIRELESS CHAIN LINK FENCE. SEE DETAIL
EXISTING VERIZON WIRELESS LEASE AREA
VERIZON WIRELESS SITE PLAN
SCALE: 1/8" = 1'-0"
NORTH
APPROVED FOR CONSTRUCTION
verizonwireless
4521 EUBANK NE
ALBUQUERQUE, NM 87111
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towercom technologies
4520 MONTGOMERY BLVD. NE, SUITE 5 ALBUQUERQUE, NM 87109
Tel 505-332-4851 Fax 505-332-4856
BY CHK
1 PRELIMINARY NOT FOR CONSTRUCTION 08/04/08 JP JDD
2 PRELIMINARY NOT FOR CONSTRUCTION 12/07/07 JP JDD
3 ADDED LANDSCAPING PLAN 04/25/08 RF JDD
4 ADDED LEASE AREA AND EQUIPMENT DIMENSIONS 06/25/08 RF JDD
JASON D. DICKMAN
NEW MEXICO
14648
REGISTERED PROFESSIONAL ENGINEER
PROJECT NAME
NM4 LAS CAMPANAS GENERATOR INSTALLATION
PROJECT ADDRESS
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
SHEET TITLE
VERIZON WIRELESS SITE PLAN
PROJECT NUMBER
07-037-131
SHEET NUMBER
C2

Exhibit C

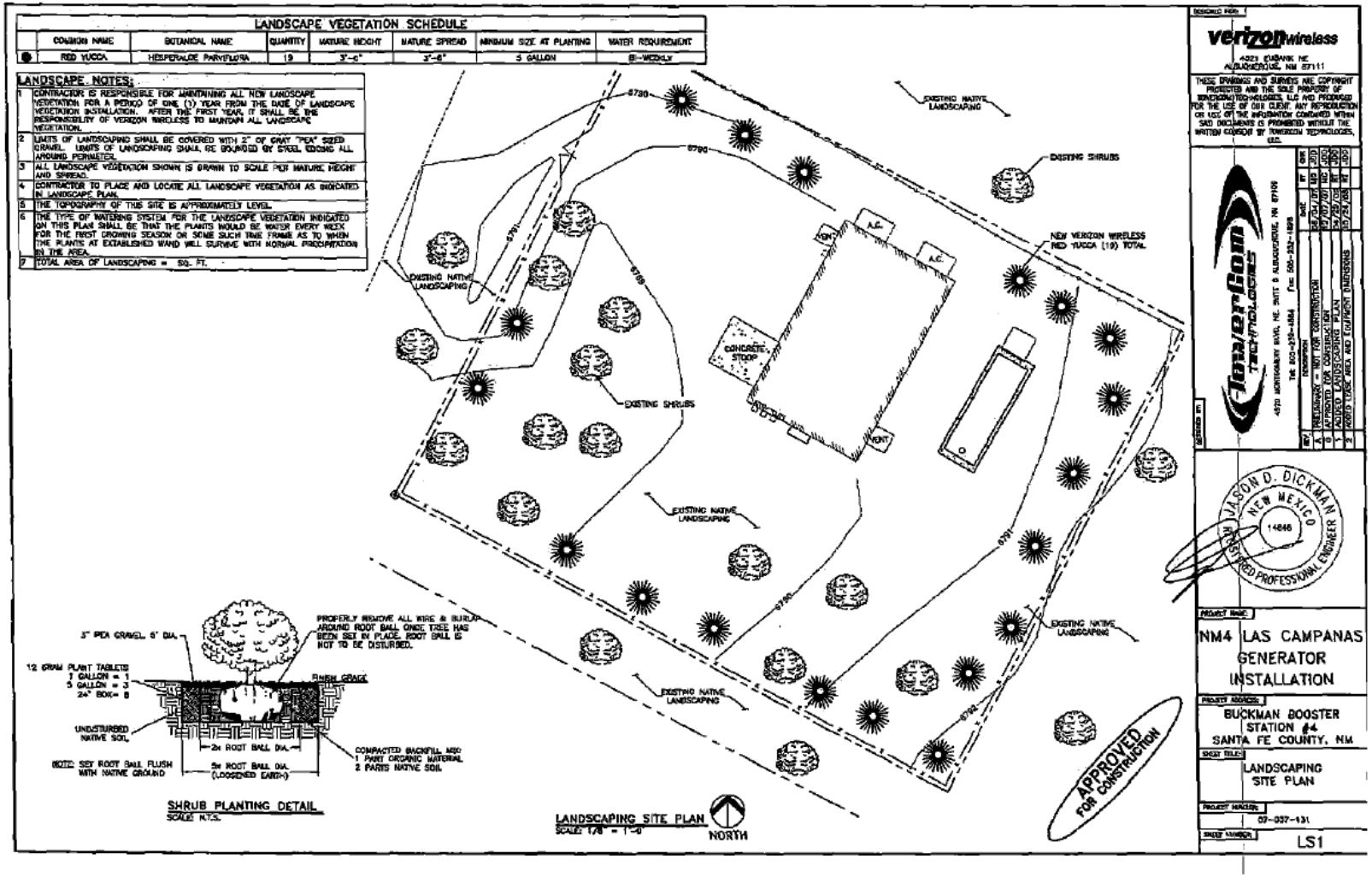
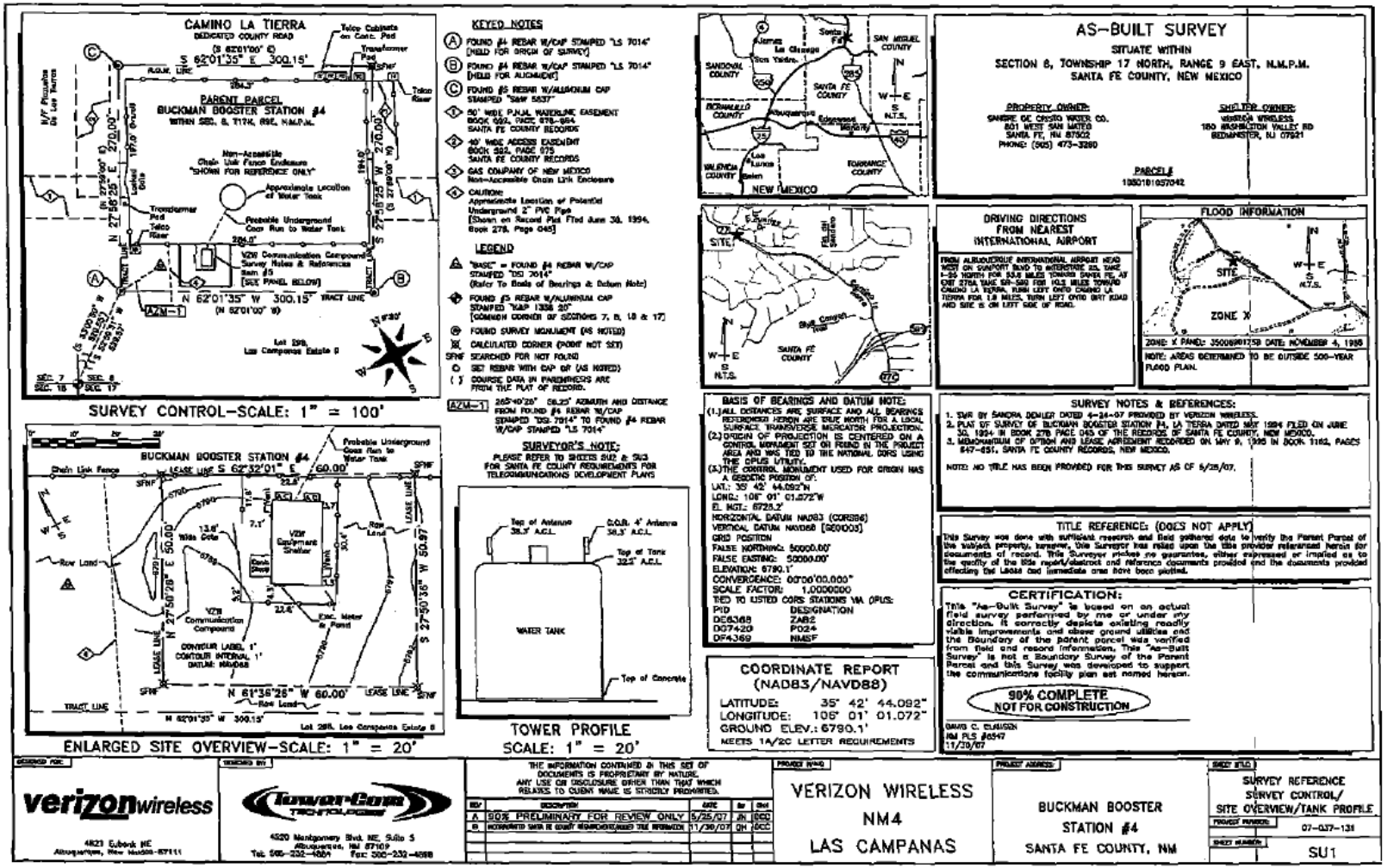

LANDSCAPE VEGETATION SCHEDULE
COMMON NAME
BOTANICAL NAME
QUANTITY
MATURE HEIGHT
MATURE SPREAD
MINIMUM SIZE AT PLANTING
WATER REQUIREMENT
RED YUCCA
HESPERALOE PARVIFLORA
19
3'-0"
3'-6"
5 GALLON
BI-WEEKLY
LANDSCAPE NOTES:
1 CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL NEW LANDSCAPE VEGETATION FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF LANDSCAPE VEGETATION INSTALLATION. AFTER THE FIRST YEAR, IT SHALL BE THE RESPONSIBILITY OF VERIZON WIRELESS TO MAINTAIN ALL LANDSCAPE VEGETATION.
2 LIMITS OF LANDSCAPING SHALL BE COVERED WITH 2" OF GRAY "PEA" SEED GRAVEL. LIMITS OF LANDSCAPING SHALL BE BOUNDED BY STEEL EDGING ALL AROUND PERIMETER.
3 ALL LANDSCAPE VEGETATION SHOWN IS DRAWN TO SCALE PER MATURE HEIGHT AND SPREAD.
4 CONTRACTOR TO PLACE AND LOCATE ALL LANDSCAPE VEGETATION AS INDICATED IN LANDSCAPE PLAN.
5 THE TOPOGRAPHY OF THIS SITE IS APPROXIMATELY LEVEL.
6 THE TYPE OF WATERING SYSTEM FOR THE LANDSCAPE VEGETATION INDICATED ON THIS PLAN SHALL BE THAT THE PLANTS WOULD BE WATER EVERY WEEK FOR THE FIRST GROWING SEASON OR SOME SUCH TIME FRAME AS TO WHEN THE PLANTS AT ESTABLISHED WAND WILL SURVIVE WITH NORMAL PRECIPITATION IN THE AREA.
7 TOTAL AREA OF LANDSCAPING = SQ. FT.
EXISTING NATIVE LANDSCAPING
EXISTING SHRUBS
NEW VERIZON WIRELESS RED YUCCA (19) TOTAL
CONCRETE STOOP
N.C.
FENCE
EXISTING NATIVE LANDSCAPING
EXISTING NATIVE LANDSCAPING
EXISTING NATIVE LANDSCAPING
EXISTING SHRUBS
8730
8740
8750
8760
8770
8780
8790
APPROVED FOR CONSTRUCTION
LANDSCAPING SITE PLAN
SCALE: 1/8" = 1'-0"
NORTH
3" PEA GRAVEL 6' DIA.
PROPERLY REMOVE ALL WIRE & BURLAP AROUND ROOT BALL ONCE TREE HAS BEEN SET IN PLACE. ROOT BALL IS NOT TO BE DISTURBED.
12 GRAM PLANT TABLETS
1 GALLON = 1
5 GALLON = 3
24" BOX= 8
FINISH GRADE
UNDISTURBED NATIVE SOIL
2x ROOT BALL DIA.
5x ROOT BALL DIA. (LOOSENED EARTH)
COMPACTED BACKFILL MIX: 1 PART ORGANIC MATERIAL 2 PARTS NATIVE SOIL
NOTE: SET ROOT BALL FLUSH WITH NATIVE GROUND
SHRUB PLANTING DETAIL
SCALE: N.T.S.
verizonwireless
4323 EUBANK NE
ALBUQUERQUE, NM 87111
THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF SENERGY/NETECHNOLOGIES, LLC AND PREPARED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF SENERGY TECHNOLOGIES, LLC.
Tower Com TECHNOLOGIES
4520 MONTGOMERY BLVD. NE, SUITE 5 ALBUQUERQUE, NM 87109
Tel: 505-332-1884 Fax: 505-332-1828
REV 1 PRELIMINARY - NOT FOR CONSTRUCTION
REV 2 ADDED LANDSCAPING PLAN
REV 3 ADDED FENCE AREA AND EQUIPMENT DIMENSIONS
JASON D. DICKMAN
NEW MEXICO
14846
REGISTERED PROFESSIONAL ENGINEER
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
LANDSCAPING SITE PLAN
07-037-131
LS1

Exhibit C



KEYED NOTES

(A) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ORIGIN OF SURVEY]

(B) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ALIGNMENT]

(C) FOUND #5 REBAR W/ALUMINUM CAP STAMPED "SWW 5837"

(1) 50' WIDE P.N.M. WATERLINE EASEMENT BOOK 592, PAGE 878-884 SANTA FE COUNTY RECORDS

(2) 40' WIDE ACCESS EASEMENT BOOK 592, PAGE 875 SANTA FE COUNTY RECORDS

(3) GAS COMPANY OF NEW MEXICO Non-Accessible Chain Link Enclosure

(4) CAUTION: Approximate Location of Potential Underground 2" PVC Pipe [Shown on Record Plat Filed June 30, 1994, Book 278, Page 045]

LEGEND

- "BASIC" = FOUND #4 REBAR W/CAP STAMPED "DSI 7014" (Refer To Basis of Bearings & Datum Note)
- FOUND #5 REBAR W/ALUMINUM CAP STAMPED "NMP 13358 20" [COMMON CORNER OF SECTIONS 7, 8, 18 & 17]
- FOUND SURVEY MONUMENT (AS NOTED)
- CALCULATED CORNER (POINT NOT SET)
- SFNF SEARCHED FOR NOT FOUND
- SET REBAR WITH CAP OR (AS NOTED)
- ( ) COURSE DATA IN PARENTHESIS ARE FROM THE PLAT OF RECORD.

AZM-1 265°40'20" 58.25' AZIMUTH AND DISTANCE FROM FOUND #4 REBAR W/CAP STAMPED "DSI- 7014" TO FOUND #4 REBAR W/CAP STAMPED "LS 7014"

SURVEYOR'S NOTE:

PLEASE REFER TO SHEETS SU2 & SU3 FOR SANTA FE COUNTY REQUIREMENTS FOR TELECOMMUNICATIONS DEVELOPMENT PLANS

AS-BUILT SURVEY

SITUATE WITHIN
SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

PROPERTY OWNER:
SANGRE DE CRISTO WATER CO.
601 WEST SAN MATEO
SANTA FE, NM 87502
PHONE: (505) 473-3280

SHELTER OWNER:
VERIZON WIRELESS
180 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921

PARCEL #
1000101057042

DRIVING DIRECTIONS FROM NEAREST INTERNATIONAL AIRPORT

FROM ALBUQUERQUE INTERNATIONAL AIRPORT HEAD WEST ON SUNPORT BLVD TO INTERSTATE 25, TAKE I-25 NORTH FOR 13.8 MILES TOWARD SANTA FE, AT EXIT 276A, TAKE NM-599 FOR 14.1 MILES TOWARD CAMINO LA TIERRA. TURN LEFT ONTO CAMINO LA TIERRA FOR 1.8 MILES. TURN LEFT ONTO DIRT ROAD AND SITE IS ON LEFT SIDE OF ROAD.

FLOOD INFORMATION

ZONE: X PANEL: 35009B0175B DATE: NOVEMBER 4, 1986
NOTE: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

BASIS OF BEARINGS AND DATUM NOTE:

(1.) ALL DISTANCES ARE SURFACE AND ALL BEARINGS REFERENCED HEREIN ARE TRUE NORTH FOR A LOCAL SURFACE TRANSVERSE MERCATOR PROJECTION.
(2.) ORIGIN OF PROJECTION IS CENTERED ON A CONTROL MONUMENT SET OR FOUND IN THE PROJECT AREA AND WAS TIED TO THE NATIONAL CORS USING THE OPUS UTILITY.
(3.) THE CONTROL MONUMENT USED FOR ORIGIN WAS A GEODETIC POSITION OF:

LAT.: 35° 42' 44.092"N
LONG.: 106° 01' 01.072"W
EL. MSL.: 6728.2'
HORIZONTAL DATUM NAD83 (CORS96)
VERTICAL DATUM NAVD88 [GEOID03]
GRID POSITION
FALSE NORTHING: 50000.00'
FALSE EASTING: 50000.00'
ELEVATION: 6790.1'
CONVERGENCE: 00°00'00.000"
SCALE FACTOR: 1.0000000
TIED TO LISTED CORS STATIONS VIA OPUS:

PID	DESIGNATION
DE6368	ZAB2
DG7420	P024
DF4369	NMSF

SURVEY NOTES & REFERENCES:

1. SWR BY SANDRA DOHLER DATED 4-24-07 PROVIDED BY VERIZON WIRELESS.
2. PLAT OF SURVEY OF BUCKMAN BOOSTER STATION #4, LA TIERRA DATED MAY 1994 FILED ON JUNE 30, 1994 IN BOOK 278 PAGE 045 OF THE RECORDS OF SANTA FE COUNTY, NEW MEXICO.
3. MEMORANDUM OF OPTION AND LEASE AGREEMENT RECORDED ON MAY 9, 1995 IN BOOK 1162, PAGES 847-851, SANTA FE COUNTY RECORDS, NEW MEXICO.

NOTE: NO TITLE HAS BEEN PROVIDED FOR THIS SURVEY AS OF 5/25/07.

TITLE REFERENCE: (DOES NOT APPLY)

This Survey was done with sufficient research and field gathered data to verify the Parent Parcel of the subject property, however, this Surveyor has relied upon the title provider referenced herein for documents of record. This Surveyor makes no guarantee, either expressed or implied as to the quality of the title report/abstract and reference documents provided and the documents provided affecting the Lease and immediate area have been plotted.

COORDINATE REPORT
(NAD83/NAVD88)

LATITUDE: 35° 42' 44.092"
LONGITUDE: 106° 01' 01.072"
GROUND ELEV.: 6790.1'
MEETS 1A/2C LETTER REQUIREMENTS

CERTIFICATION:

This "As-Built Survey" is based on an actual field survey performed by me or under my direction. It correctly depicts existing readily visible improvements and above ground utilities and the Boundary of the parent parcel was verified from field and record information. This "As-Built Survey" is not a Boundary Survey of the Parent Parcel and this Survey was developed to support the communications facility plan set named hereon.

90% COMPLETE
NOT FOR CONSTRUCTION

DAVID C. CLAUSEN
NM PLS #6547
11/30/07

DESIGNED FOR:
verizonwireless
4823 Eubank NE
Albuquerque, New Mexico 87111

DESIGNED BY:
Tower-Com Technologies
4520 Montgomery Blvd. NE, Suite 5
Albuquerque, NM 87109
Tel: 505-232-4884 Fax: 505-232-4888

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CLIENT WORK IS STRICTLY PROHIBITED.

REV	DESCRIPTION	DATE	BY	CHK
A	90% PRELIMINARY FOR REVIEW ONLY	5/25/07	JN	DCC
B	INCORPORATED SANDRA DOHLER COMMENTS AND TITLE INFORMATION	11/30/07	DH	DCC

PROJECT NAME:
VERIZON WIRELESS
NM4
LAS CAMPANAS

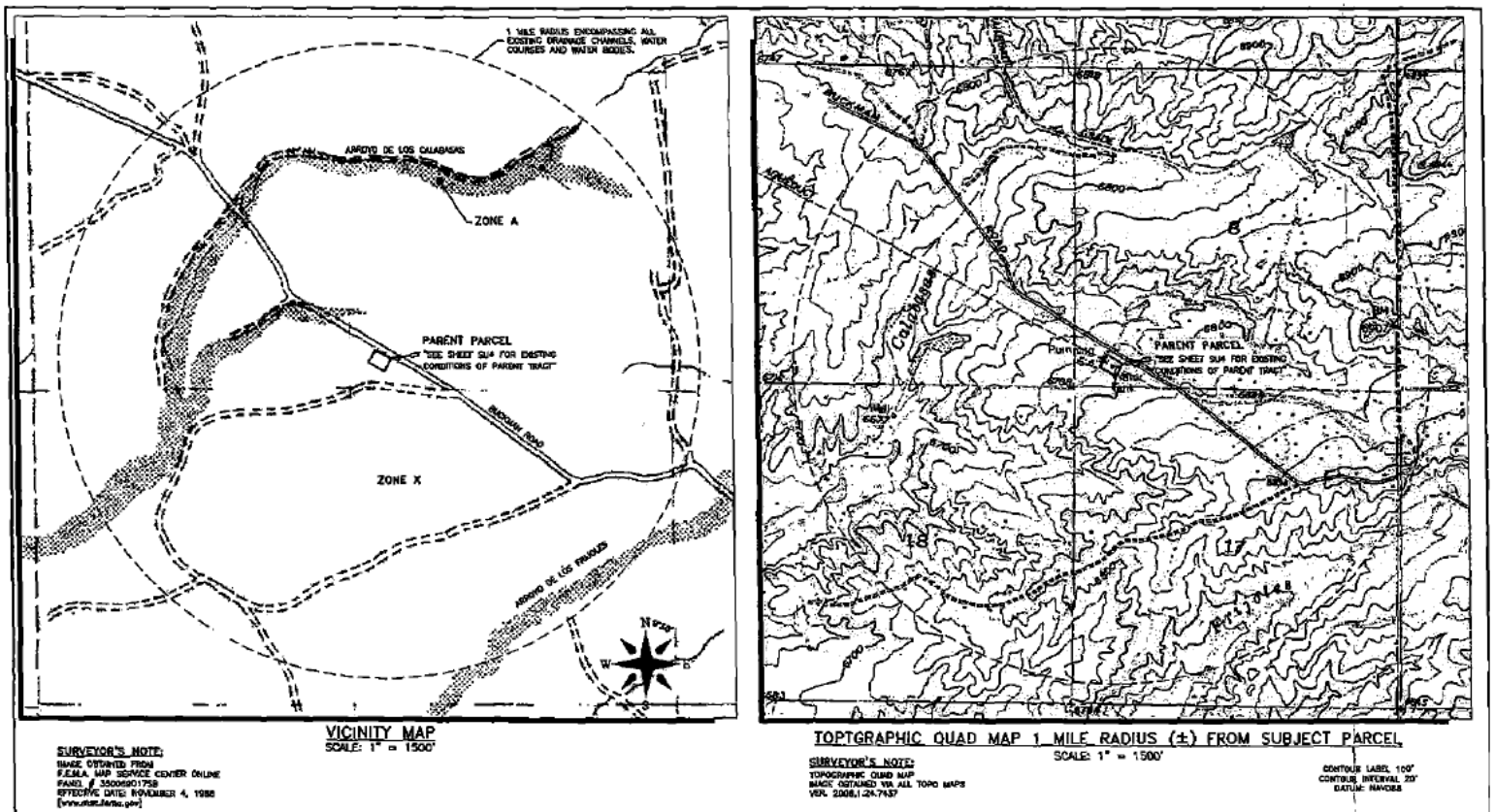
PROJECT ADDRESS:
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM

SHEET TITLE:
SURVEY REFERENCE
SURVEY CONTROL/
SITE OVERVIEW/TANK PROFILE

PROJECT NUMBER: 07-037-131

SHEET NUMBER: SU1

Exhibit C



DESIGNED FOR:
verizonwireless
4821 Eubank NE
Albuquerque, New Mexico 87111

DESIGNED BY:
TowerCom Technologies
4520 Montgomery Blvd. NE, Suite 5
Albuquerque, NM 87109
Tel: 505-232-4884 Fax: 505-232-4896

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REV	DESCRIPTION	DATE	BY	CHK
A	90% PRELIMINARY FOR REVIEW ONLY	5/25/07	JN	DCC
B	RESPONSE SHEET COMMENTS AND TILE MINOR	11/20/07	DH	DCC

PROJECT NAME:
VERIZON WIRELESS
NM4
LAS CAMPANAS

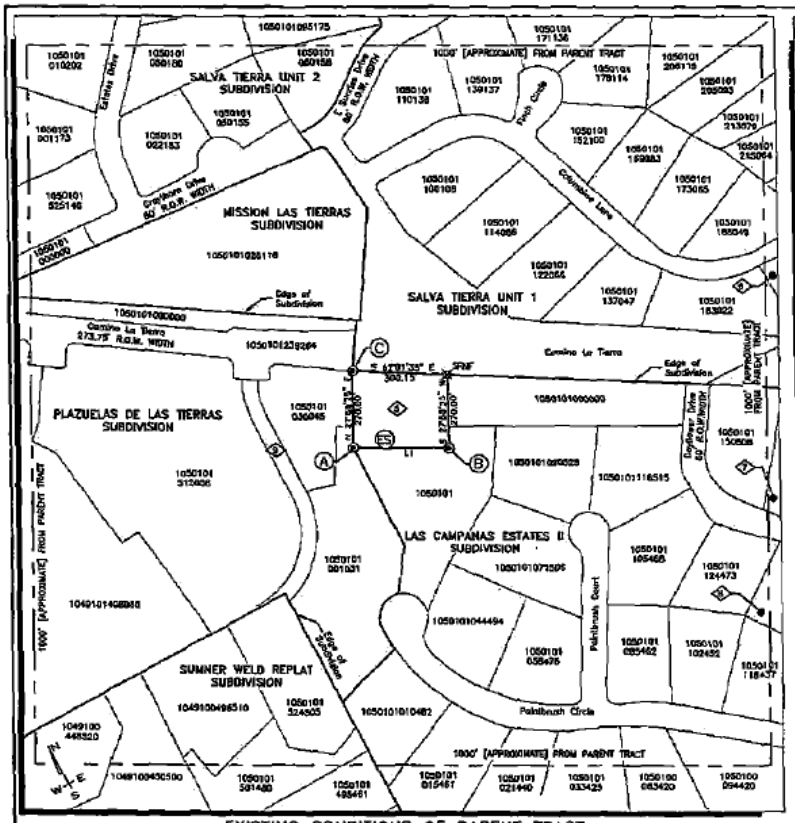
PROJECT ADDRESS:
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM

SHEET TITLE:
ENLARGED SITE PLAN OVERVIEW
TOPOGRAPHIC SURVEY
20' INTERVALS

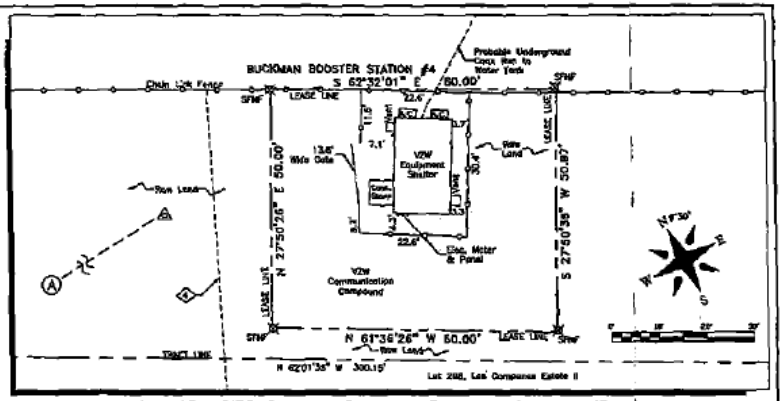
PROJECT NUMBER: 07-037-131

SHEET NUMBER: SU2

Exhibit C



EXISTING CONDITIONS OF PARENT TRACT
SCALE: 1" = 300'



ENLARGED SITE PLAN OVERVIEW OF EXISTING IMPROVEMENTS
SCALE: 1" = 20'

KEYED NOTES

(A) FOUND ½" REBAR W/CAP STAMPED "LS 7014" [HELD FOR ORIGIN OF SURVEY]
(B) FOUND ½" REBAR W/CAP STAMPED "LS 7014" [HELD FOR ALIGNMENT]
(C) FOUND ½" REBAR W/ALUMINUM CAP STAMPED "LANN 5837"
(ES) EXISTING SITE IMPROVEMENTS [SEE RIGHT PANEL FOR ENLARGED OVERVIEW]
(1) CAUTION: Approximate Location of Potential Underground 2" PVC Pipe [Shown on Warrant Plat Filed June 30, 1994, Book 278, Page 045]
(2) PARENT PARCEL BUCKMAN BOOSTER STATION #4 SITUATED WITHIN SEC. 17 T17N, R9E, N.M.P.M. SANTA FE COUNTY, NM
Parcel # 1050101057042
1.8 Ac.
PROPERTY OWNER: SANCRE DE CRISTO WATER CO. 801 WEST SAN MATEO SANTA FE, NM 87502 PHONE: (505) 473-3262
(3) Parcel # 1050101139017
(4) Parcel # 1050101144927
(5) Parcel # 1050101139455
(6) ARROYO CHAMISOSO ROAD 50' WIDE, PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT BOOK 379, PAGE 039.

LEGEND

"BASE" = FOUND ½" REBAR W/CAP STAMPED "DBS 7014" (Refer To Basis of Bearings & Datum Note)
FOUND SURVEY MONUMENT (AS NOTED)
CALCULATED CORNER (POINT NOT SET)
SFNF SEARCHED FOR NOT FOUND

LINE	BEARING	DISTANCE
L1	N 62°01'35" W	300.15'

verizonwireless
4921 Eubank NE
Albuquerque, New Mexico 87111

Tower Com Technologies
6320 Montgomery Blvd. NE, Suite 5
Albuquerque, NM 87109
Tel: 505-232-4884 Fax: 505-232-4886

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REV	DESCRIPTION	DATE	BY	CHK
A	90% PRELIMINARY FOR REVIEW ONLY	5/25/07	JN	BDC
B	INCORPORATED SANTA FE COUNTY REQUIREMENTS AND SPECIFICATIONS	11/30/07	DN	DCC

PROJECT NAME: VERIZON WIRELESS NM4 LAS CAMPANAS

PROJECT ADDRESS: BUCKMAN BOOSTER STATION #4 SANTA FE COUNTY, NM

SHEET TITLE: EXISTING CONDITIONS OF PARENT TRACT

PROJECT NUMBER: 07-037-121

SHEET NUMBER: SU3

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP ☐ _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other ☑ **PRIVATE LEASE OF REAL PROPERTY IN EXCESS OF $25,000 PER NMSA SECTION 3-54-1**

6 **Procurement History:** **THIS LEASE AGREEMENT WILL REPLACE AN OPTION & EASEMENT AGREEMENT BETWEEN THE PREDECESSORS-IN-INTEREST TO BOTH THE CITY AND THE LESSEE AT THE SITE. THE EFFECTIVE DATE OF THIS LEASE AGREEMENT COINCIDES WITH THE TERMINATION DATE OF THE OPTION & EASEMENT AGREEMENT.**

Comments or Exceptions: _____

7 **Funding Source:** **LESSEE'S RENT PAYMENTS ACCRUE TO PUBLIC UTILITIES ENTERPRISE OPERATIONS** **BU/Line Item:** **51300.460350**

_____
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** **SEAN MOODY, ASSET DEVELOPMENT MANAGER**

Phone # **505.699.5176**

Certificate of Insurance attached. (if original Contract) ☑

☑ **Submit to City Attorney for review/signature**
☑ **Forward to Finance Director for review/signature**
☑ **Return to originating Department for Committee(s) review or forward to City Manager for review and (depending on dollar level) approval**

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Reason: _____

Total of Original Contract plus all amendments: $ **0**

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/25/2021

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER A: AIU Insurance Company	19399
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570088915240 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X XCU Coverage Is Included						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			4594298 AOS	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			4594299 MA	06/30/2021	06/30/2022	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
B	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			4594300 VA	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)	
B				See Next Page	06/30/2021	06/30/2022		
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			16393209 AOS	06/30/2021	06/30/2022	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)			16393206 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

Certificate No : 570088915240

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

RE: Location No. 144391, NM4 Las Campanas, 215 Camino La Tierra, Santa Fe, NM 87504.

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe PO Box 909 Santa Fe NM 87504-0909 USA	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 Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000027366

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cellco Partnership dba Verizon Wireless
POLICY NUMBER: See Certificate Number: 570088915240	
CARRIER: See Certificate Number: 570088915240 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				4594301 NH - Primary	06/30/2021	06/30/2022		
B				4594302 NH - Excess	06/30/2021	06/30/2022		
	WORKERS COMPENSATION							
A		N/A		16393207 NY	06/30/2021	06/30/2022		
A		N/A		16393208 WI	06/30/2021	06/30/2022		
A		N/A		16393205 NJ,TX,VA	06/30/2021	06/30/2022		

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ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021

ISSUE NO. 7k

Request for Approval for a Lease Agreement for Telecommunications Facilities at Buckman Booster Station No. 4 for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 10/04/21
Governing Body: 10/13/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 10/04/2021 Finance Committee

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: September 20, 2021

TO: PUBLIC WORKS COMMITTEE — SEPTEMBER 27TH 2021
FINANCE COMMITTEE — NOVEMBER 1ST 2021
AND GOVERNING BODY — NOVEMBER 10TH 2021

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones
SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

FROM:
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES AT BUCKMAN BOOSTER STATION NO. 4.

ITEM AND ISSUE:
Staff seeks approval of a lease agreement with Cellco Partnership d/b/a Verizon Wireless for the use of an existing, City-owned water tank and nearby ground space at the Buckman Booster StationNo. 4 located on Camino La Tierra in Santa Fe County.

BACKGROUND AND SUMMARY:
The proposed agreement allows the lessee to continue to operate and maintain telecommunications facilities installed under a previous Option and Easement Agreement between each party's predecessor-in-interest at the property. Under the new agreement, rent increases from $646/month to $2,000/month and thereafter escalates annually at a rate of 2.5%. The initial lease term is five-years, with the lessee's option to extend the agreement for three additional five-year terms. $613,072 in total projected revenue will accrue to the Economic Development enterprise business unit 212280046035O. The effective date of the lease coincides with the termination of the Option and Easement Agreement. Any new or expanded facilities would require a lease amendment to be enacted by the Governing Body. Upon termination, the lessee will remove its equipment and facilities and return the premises to the City.

A previous version of the proposed agreement was approved by the Governing Body in April, 2020 but not executed. In this current version the lessee's name has been corrected; the lease premises and access road are further delineated; the description n of the lessee's facilities is correlated to definitions in federal rules in order to clarify the lessee's right to install equipment upgrades; and the cost to relocate the lessee's facilities if required, shall be reimbursed by the City.

ACTION REQUESTED:
Staff recommends approval of the lease agreement attached hereto.

ATTACHMENTS:
Proposed lease agreement with Exhibits A, B and C (41 pages)
Fiscal Impact Report (NOT USED)
Summary of Contracts (2 pages)
Certificate of Insurance (2 pages)

NM4 LAS CAMPANAS

ITEM _____

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA FE
AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

This **LEASE AGREEMENT** ("Agreement") is entered into this _____ day of _____ 2021 by and between the **CITY OF SANTA FE**, a Municipal Corporation and a political subdivision of the State of New Mexico ("Lessor") and **CELLCO PARTNERSHIP** a Delaware general partnership d/b/a VERIZON WIRELESS, ("Lessee") (collectively, the Parties, and each individually, a Party).

WHEREAS:

Lessor is the owner of a certain property known to the Lessor as BUCKMAN BOOSTER STATION NO. 4 and to the Lessee as NM4 LAS CAMPANAS (the Property), being located in Santa Fe County, New Mexico. Lessor is also the grantee of an easement (Access Road) appurtenant to the Property. The Property and the Access Road are described in the recorded documents contained in **Exhibit A** to this Agreement. The Lessor's primary use (the Primary Use) of the Property is to provide municipal water transport. The Lessee desires to use the Property to provide wireless telecommunications services. Therefore,

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor leases to Lessee and Lessee leases from Lessor the right to enter onto and make use of the Property as follows:

1. **PREMISES**

A Lessee is granted a limited, non-exclusive right to use the exterior structure of an existing, Lessor-owned water tank, shown as "Approximate Water Tank Location" in **Exhibit B** to this Agreement, as well as a limited, exclusive right to use three thousand fifty (3,050) square foot parcel of ground space shown as "Lease Area" in **Exhibit B**, along with thirty-nine (39) vertical feet of air space above the ground space, (together, the Premises) located within the Property, for the purpose of installing and operating telecommunications facilities (the Permitted Use).

2. **EFFECTIVE DATE**

This Lease Agreement shall become effective April 1, 2020 (the Effective Date).

3. **PERMITTED USE**

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the construction, placement, operation, maintenance and repair of telecommunications facilities including but not limited to a base station (Base Station) comprised of structures or equipment that enable FCC-licensed or authorized wireless communications between user equipment and a communications network which may include radio transceivers, antennas, coaxial or fiber optic cable, regular and back-up power supplies, and comparable equipment, regardless of technological configuration, but not including a tower or any equipment associated with a tower, as described in 47 C.F.R. § 1.6100 (b) (1). The Base Station shall have been reviewed and approved under all applicable zoning and siting processes in rules, statutes and

law; and shall be an existing, eligible support structure as described in 47 C.F.R. § 1.6100 (b) (4) and 47 C.F.R. § 1.6100 (b) (5). In no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, diminish or interrupt the Primary Use, or the Lessor's quiet enjoyment, or any other use by any party authorized by the Lessor at the Property, whether by lease agreement, license agreement, or otherwise, which is not excluded by this Agreement

B. The existing Base Station is described and illustrated in **Exhibit C** to this Agreement.

C Eligible Facilities Request. Lessor shall not deny, and within sixty (60) days of receipt shall approve, Lessee's request for modification of the Base Station that does not substantially change the physical dimensions of the Base Station, involving (i) collocation of new transmission equipment, (ii) removal of transmission equipment; or (iii) replacement of transmission equipment. Lessor may require Lessee to provide documentation or information at a level of detail sufficient to allow the Lessor to reasonably determine whether the request meets the definition of an eligible facilities request (Eligible Facilities Request) for modification of an eligible support structure as described in 47 C.F.R. § 1.6100 (b) (3). Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe.

D. Other Modifications. Any modification to the Base Station other than those included in an Eligible Facilities Request shall not be a Permitted Use unless the Parties amend this Agreement to allow for such modification by making it a Permitted Use.

E. Failure to Provide Consent. If Lessor fails to provide written notice of either consent or denial of consent within sixty (60) days of Lessor's receipt of an Eligible Facilities Request, the request shall be deemed granted but shall still require prior written notice to Lessor.

F. Installation and Construction. Lessee shall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation or construction of Lessee's facilities. Following Lessor's receipt of such notification, the Parties shall schedule and conduct a meeting (Pre-Construction Meeting) on site to coordinate any and all access, utility, construction, or other issues related to the installation or construction, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted no less than ten (10) days prior to the commencement of installation or construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's facilities commence until all installation and construction issues have been addressed to Lessor's reasonable satisfaction, including Lessor's review of Lessee's installation and construction schedule

G. Repairs. Notwithstanding any other provision of this section, this Agreement is not intended to limit the right or ability of the Lessee to access and install like-for-like replacements and repairs (Repairs) to its facilities at any time and without any prior approval of Lessor. For the avoidance of doubt, the Parties hereby agree that all Repairs are a Permitted Use.

H. Relocation. Lessor may require use or access to some portion of the Property in a manner that permanently interferes with the Permitted Use. In such event, Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires

such use or access, and Lessee shall complete the relocation of its facilities within this period (the Relocation Period) to a location of the Property which is sufficient in its spatial dimensions and capacity to accommodate the Lessee's access, installation, operation and maintenance of the Lessee's facilities for the Permitted Use without extraordinary cost or effort. During the relocation, Lessee shall be allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property to ensure that the Permitted Use is not interrupted or diminished. Lessor shall reimburse Lessee for the actual direct costs incurred by the Lessee of such relocation. The relocation site must be mutually agreed to in writing by the Parties. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe. If the Parties are unable to agree on a relocation site within the first sixty (60) days of the Relocation Period, either Party may terminate this Agreement in accordance with the Termination section of this Agreement.

4. ACCESS

Lessor grants to Lessee for the Permitted Use nonexclusive vehicular, equipment and pedestrian access to the the Property, and grants to Lessee for the Permitted Use the same benefits to the Access Road as the Lessor enjoys. However, in no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, prevent, diminish or interrupt the Primary Use. Lessor may from time to time relocate the Lessee's access route to the Property upon ninety (90) days prior written notice to Lessee provided such relocation does not interrupt Lessee's ability to access the Property, the Premises, Lessee's facilities, Site Utilities, or public utilities, for the Permitted Use.

5. UTILITIES

A Public Utilities. Lessee, at its sole cost and expense, shall obtain separately metered utility services from any public utility company which may be necessary for the Permitted Use. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any public or private utility lines which are rightfully installed on the Property as of the Effective Date.

Lessor shall allow and permit any public utility company, for the Permitted Use, to install above-ground facilities and below-ground utility lines, but not overhead poles or cables, within a utility route (Utility Route) designated as "5' Wide Non-Exclusive Utility Route" on **Exhibit B**. However, this Agreement may not and does not require the Lessor as a municipal subdivision of the State of New Mexico to grant or convey any easement or right upon the Property to a public utility company, whether or not it is a condition of such public utility company for providing service to the Lessee for the Permitted Use. If, during the Term (as defined below), Lessee or any public utility company is unable to use the Utility Route for the Permitted Use and Lessor does not grant Lessee or any public utility company the right to use an alternate route on the Property for the installation of the Site Utilities (as defined below), Lessee shall be permitted to terminate this Agreement upon thirty (30) days written notice to Lessor and without penalty.

B. Private Utilities. Lessor grants to Lessee the right to install underground private utilities (Site Utilities) across the Premises and the Property for the Permitted Use Lessee shall relocate any Site Utility located on the Property but not within the Premises, upon six (6) months prior written notice by Lessor when reasonably provided, and the costs of relocating such Site Utilities shall be borne by Lessee.

6. TERM

The initial term of this Agreement is five years (5) years from the Effective Date (the Initial Term). Thereafter this Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term) unless Lessee delivers to Lessor written notice of Lessee's intent not to automatically renew at lease ninety (90) days before the end of the then current term. The initial Term and any Renewal Terms are hereinafter referred to collectively as the "Term" with three (3) "Optional Additional Terms" of five (5) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

7. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of Two Thousand Dollars ($2,000.00) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor for time to time. Lessee shall identify each Rent payment with the designation or remark "NM4 LAS CAMPANAS". The Rent during the Initial Term shall be subject to increases in accordance with the Rent Escalation section of this Agreement.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days hereafter Lessor will suffer damages that are difficult to calculate. Therefore, the parties agree this if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply to first to any interest owed and then to any principal amount owed

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one-half percent (2.5%) (Rent Escalation) over the Rent and Holdover Rent in effect during the prior month.

8. MAINTENANCE

A. Lessee shall maintain its facilities so that its external appearance conforms to that which is shown in **Exhibit C**, subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace its facilities and equipment.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Property and the Access Road, to the extent caused by Lessee's (i) construction, operation, maintenance, or other use; or (ii) negligence or willful misconduct Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Property and the Access Road to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee

F. Lessor covenants that it will keep the Lessor's water storage tank located on the Property in good repair as necessary to allow the Permitted Use, as required by federal, state or local law, without impairment or diminishment of the Primary Use.

9. HOLDOVER & HOLDOVER RENT

A. Subject to the provisions of this Agreement, Lessee's right to possess the Premises, and to use the Property and the Access Road, shall immediately terminate at the end of the final Renewal Term or upon termination of this Agreement, unless the Parties are then currently negotiating in good faith to enter into a new agreement for continued use of the Premises.

B. If Lessee fails to remove its facilities, including Site Utilities, and restore the Property and Premises to Lessor upon termination of the Agreement, then the provisions of the Agreement shall continue in full force and effect during a holdover period (Holdover Period) except that. (i) the Term shall then be month-to- month, and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's facilities, including Site Utilities, brought onto the Property by Lessee constitute Lessee's personal property. Lessee may remove any part of the Lessee's facilities and equipment at any time during the Term or the Holdover Period in any manner that does not damage the Property, the Access Road or the Lessor's personal property.

B Notwithstanding anything in this Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Agreement, Lessee shall remove all of its improvements and will, to the reasonable satisfaction of Lessor, restore the Premises and the Property to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of any and all footings, foundations, or concrete installed by Lessee to a depth of two (2) feet below grade. Site Utilities shall be removed in their entirety unless Lessor agrees in writing to a request from Lessee to abandon any or all Site Utilities in place and cede ownership to Lessor. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe, and shall supersede any requirement under this Agreement to remove such improvement.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this section of the Agreement shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent until Lessee has completed all requirements of this section of the Agreement to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that exist as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11A., and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee

B Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Base Station, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents ($1,000,000.00) per occurrence; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than Two Million Dollars and No Cents ($2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Lessee shall use commercially reasonable efforts to provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. TAXES

A Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, to the extent that they arise from Lessee's use of such and/or the installation, maintenance, and operation of Lessee's facilities or other improvements at the Premises. Lessee is also solely responsible for any sales tax or other tax imposed on the Rent including any increase in real estate taxes at the Premises that arise from the Lessee's improvements thereon and/or Lessee's use of the same. Lessee shall only be relieved of responsibility for any applicable sales taxes to the extent that Lessee is exempt from the payment of said taxes in the jurisdiction where the Premises is located. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax actually payable by Lessor provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessee's responsibility hereunder also includes, without limitation, any applicable tax obligations under New Mexico Revenue and Taxation Code as hereafter amended or superseded. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest or reimbursement to Lessor of such

payment of a property/possessory interest tax levied on Lessor. Lessee shall be solely responsible for the timely payment of such taxes and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Lessee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including any franchise and similar taxes imposed upon the business conducted by Lessee at the Premises. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, or the Access Road.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes-previously paid by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. ASSIGNMENT & SUBLEASING

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

(i) any change of stock ownership, partnership interest, or complete control of Lessee; or

(ii) transfer upon partnership or corporate dissolution of Lessee; or

(iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which the Agreement may be Sold, Assigned or Transferred Lessor acknowledges and agrees that this Agreement may in whole be sold, assigned or transferred by Lessee without any approval or consent of Lessor to:

(i) Lessee's principal or to any of the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or

(ii) any entity which acquires fifty percent (50%) or more of Lessee's assets in the market defined by the Federal Communications Commission (FCC) in which the Premises is located by reason of a merger, acquisition or other business reorganization.

E. Inter-company Roaming Agreements. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. DEFAULT & RIGHT TO CURE

A. The Parties deem the following as a default by Lessee and a breach of this Agreement:

(i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or

(ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Agreement if the performance

remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Agreement terminated

16. TERMINATION

A Termination by Lessee Lessee may terminate this Agreement·

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Base Station or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(ii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Agreement beyond all applicable cure periods; or

(iii) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Agreement pursuant to Section 16.A(iii), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent (if any) for the then current lease year Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Agreement if·

(i) Lessee fails to cure any monetary breach of this Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful material interference with Lessor's equipment pursuant to Section 11 .A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Agreement beyond all applicable notice and cure periods.

17. CONDEMNATION

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for the Permitted Use, Lessee may terminate this Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. CASUALTY

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Property or Access Road, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Property or the Access Road is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Property and Access Road, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. WARRANTIES

The Parties warrant as follows:

A. Compliance with Laws Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Property or the Access Road, except as specifically provided for pursuant to this Agreement

20. ENVIRONMENTAL

A Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, or the Access Road. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, or the Access Road, to the extent

caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party

C The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority.

Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, or the Access Road before the date of this Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Agreement.

21. NOTICES

All notices and demands in regards to this Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor
City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:

City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee
Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate
Site ID: NM4 LAS CAMPANAS

Either Party may change its notice addresses in this Section upon written notice to the other Party Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22 WAIVER OF LIENS

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's facilities or any portion thereof.

23. BANKRUPTCY

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Agreement is and shall be treated for all purposes and considered for all intents as an "unexpired lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended)

B. Any person or entity, to which this Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. TECHNICAL STANDARDS

Lessee agrees that the physical installation and operation of the Lessee's facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. MEMORANDUM OF LEASE

Lessee or Lessor may record a "Memorandum of Lease" in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Agreement and attached hereto are made a part hereof and reincorporated herein by reference In the event of a conflict between the terms and conditions of this Agreement and those of any exhibits attached hereto, the words of this Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person

acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor- authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publicly disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Agreement

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Property and the grantee of the Access Road, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B Lessee is solely responsible for complying with the Santa Fe County land Development Code and for payment of all governmental fees.

C Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Lessee's facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Agreement. In no event shall such indemnification obligations under this Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(1) any work or act done in, on or about the Premises, the Property, or the Access Road, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Lessee's facilities, except to the extent

such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with, and

(v) any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Property or the Access Road. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Property or Access Road, or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel mutually-selected by Lessor and Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement. Nothing in this Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance with this Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. MISCELLANEOUS

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Agreement.

C. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive, whether or not specifically required in any Section or provision of this Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases

F. Choice of Laws and Venue This Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate

for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties The waiver by either Party hereto of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

J Integration. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request

L. Successors. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.

O. 47 U.S.C. §1455(a). The Parties acknowledge and agree that Lessor grants this Agreement in its proprietary capacity as owner of the Premises and the Property, and as the grantee of the Access Road The Parties further acknowledge and agree that the provisions of 47 U.S C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R 3630,126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Agreement.

P. 47 C.F.R. § 1.6100 is hereby incorporated by reference into this Agreement (i) to the extent applicable and (ii) for so long as such section remains valid law.

Q. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego such due diligence necessary to determine the condition and suitability of the Premises and Property

R. No Partnership. This Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

S. Right to Place Antenna. Parties acknowledge and agree that Lessor reserves rights to place antenna(s) on tank or on premises if necessary as part of its Primary Use or for emergency services as needed with proper notice to Lessee and without compensation.

T. Prior Terminated Agreement Lessor and Lessee agree that this Agreement replaces the Option and Easement Agreement dated March 29, 1995 between Sangre de Cristo Water Company, Lessor and New Mexico #4 Santa Fe RSA West Limited Partnership c/o USWest NewVector Group, Inc., referenced by Lessee as Contract "LAS CAMPANAS NM RSA #4 (the Option and Easement Agreement). During the termination of the Terminated Agreement and the commencement of this Agreement, Lessee may continue to make, and Lessor may continue to receive, rental and other payments pursuant to the Option and Easement Agreement. In such event, any rental or other payments made pursuant to the Option and Easement Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.] [SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this_____day of_____, 2021.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
KRISTINE MIHELSIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Sep 20, 2021 11:41 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

51150.460350 Corrected Funding: 2122800.460350
BUSINESS UNIT/LINE ITEM AJH
AJH

LESSEE:
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

_____
DESMOND JACKBIR, DIRECTOR
NETWORK FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of October, 2021 by Desmond Jackbir.

Commission Expires: March 31, 2023
(Seal)

_____
Notary Public

CYNTHIA A ROTER, NOTARY PUBLIC
COMM. NO. 580357
COMM. EXP. 03/31/2023
MARICOPA CO., AZ

EXHIBIT A
Special Warranty Deed
(6 pages)

Closing Document No 2 3

SPECIAL WARRANTY DEED
(Real Property/Urban)

PUBLIC SERVICE COMPANY OF NEW MEXICO (including its division Sangre de Cristo Water Company), a New Mexico corporation, for consideration paid, grants to **CITY OF SANTA FE, NEW MEXICO**, a municipal corporation, whose address is Post Office Box 909, Santa Fe, New Mexico 87504-0909, the following described real estate in Santa Fe County, New Mexico:

The real estate parcels more particularly described in Exhibits "A" through "O" attached hereto and incorporated herein by reference;

SUBJECT, HOWEVER, TO:

1. Such covenants, conditions, restrictions, reservations and encumbrances as are applicable to particular parcels and expressly enumerated in the aforementioned exhibits;

2. Liens for taxes, assessments and governmental charges not yet due and payable;

3. Zoning laws and ordinances and similar governmental land use regulations; and

4. Rights reserved to any governmental authority to regulate the affected property

with special warranty covenants.

COUNTY CLERK SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE
STATE OF NEW MEXICO 909 } ss
I hereby certify that this instrument was filed for record on the 3 day of July A.D. 19 at 9:55 o'clock A.M. and was duly recorded in book 1128 page 317 - 322 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Arrejo
County Clerk, Santa Fe County, N.M.
Deputy

Exhibit A

1178379

EXHIBIT INDEX TO SPECIAL WARRANTY DEED
(REAL PROPERTY/URBAN)

EXHIBIT	TRACT NO.	COMMON NAME
A	Tract 1	Alto St. Well
B	Tract 2	Agua Fria Well
C	Tract 3	Buckman Reservoir
D	Tract 4	St. Michaels Well
E	Tract 5	Dempsey Tank Site (New)
F	Tract 14	Osage Well
G	Tract 16	Torreon Well
H	Tract 18	Hydro Plant
I	Tract 19	Acre Estates Well
J	Tract 21	Service Center
K	Tract 24	Bauer
* L	Tract 26	Santa Fe Well
M	Tract 27	Buckman Booster #4
N	Tract 28	Country Club Estates
O	Tract 29	Hickox St. Well

Exhibit A

1178417

FEE SIMPLE. TRACT 27
Buckman Boorter Station #4, as shown and delineated on that certain plat of survey entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M P.M , Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No 5837, dated May 24, 1994 and filed as Document No 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico, and described as follows:

A certain tract of land lying and being situate within Section 8, T.17 N., R.9 E , N M P.M., within the County of Santa Fe, New Mexico and being more particularly described by metes and bounds on a plat of survey titled "Plat of Survey Prepared for Public Service Company of New Mexico, Booster Station #4, La Tierra, Within Section 8, T 17 N , R.9 E., N.M.P.M., Santa Fe County, New Mexico", by Richard E. Smith, NMPS No 5837, dated May, 1994, as follows: Beginning at the southwesterly corner of the tract, a capped rebar marked "Dawson #7014" found, from whence a capped rebar marked "Koogle & Poulo Eng. 1358 20" being the corner common to Sections 7, 8, 17 & 18, T.17 N., R.9 E., bears S. 53°00'50" W., 529.55 feet; thence from said point of beginning, N. 27°59'00" E., 270.00 feet to a S. & W. capped rebar set; thence, S. 62°01'00" E., 300 15 feet to a S. & W capped rebar set; thence, S. 27°59'00" W., 270.00 feet to a capped rebar marked "Dawson #7014" found; thence, N. 62°01'00" W., 300.15 feet to the point and place of beginning.

TOGETHER WITH

EASEMENT APPURTENANT TO TRACT 27

A strip of land forty (40) feet wide being twenty (20) feet on either side of the following described centerline, more fully described as follows: Beginning at a point on the west property line of Booster Station No. 8, Buckman Water Project, lying within Section 8, Township 17 North, Range 9 East, of the New Mexico Principal Meridian, from whence the southwest corner of said property bears S. 27°59'00" W., a distance of one hundred and thirty-two (132.00) feet; thence from said point of beginning N. 62°01' W., a distance of thirty-eight (38.0) feet; thence N. 27°59' E., a distance of two hundred thirty-five (235.0) feet to a point on the Santa Fe, Buckman Road and the end of the line herein described Created by Grant of Easement by and between La Tierra, Ltd., a New Mexico limited partnership and Public Service Company of New Mexico, dated September 30, 1987 and recorded in Misc. Book 592, Page 975, and as shown and delineated on that certain plat entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Exhibit A

1178418

SUBJECT TO THE FOLLOWING EXCEPTIONS:

Terms and Conditions contained in Patent from United States of America to State of New Mexico, dated October 13, 1916, and recorded in Misc. Book 524, Page 462, in the records of Santa Fe County, New Mexico.

Terms, Conditions and Reservation contained in Patent from the State of New Mexico to Robert H. Weil and Suzanne H. Weil, dated December 13, 1977, and recorded in Misc. Book 356, Page 646, in the records of Santa Fe County, New Mexico.

Dirt road, deviation of fences from property boundary lines, encroachment of Gas Company fence - utility boxes on Northeast side, and encroachment of utility box onto west side, utility box on concrete pad within 10 foot wide utility easement, 10 foot wide underground utility easements, underground gas lines, underground telephone lines, underground water lines, underground cable TV line, concrete headwalls and irrigation pinflags, rights of others in and to that area lying between the east fence line and the area occupied by the Gas Company of New Mexico, all as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Rights of others in and to the easement granted herein.

Reversionary Clause in Warranty Deed from La Tierra, Ltd., to Public Service Company of New Mexico, dated September 30, 1987 and recorded in Book 592, Page 973, in the records of Santa Fe County, New Mexico.

Easement Agreement by and between Sangre de Cristo Water Company and New Mexico #4 Santa Fe RSA West Limited Partnership, as evidenced of record by Memorandum of Option and Easement Agreement dated March 29, 1995 and recorded in Book 1162, Pages 647-651, and as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico (the "Plat").

Exhibit A

1178419

TRACT 27

RESERVING AND EXCEPTING unto Grantor, its successors and assigns, nonexclusive utility easements for the 10' Wide Underground Utility Easements, and the utility box on concrete pad located on such easements, as shown on the above-referenced Plat.

Exhibit B
Existing Utility Route Sketch
(2 pages)

Exhibit B

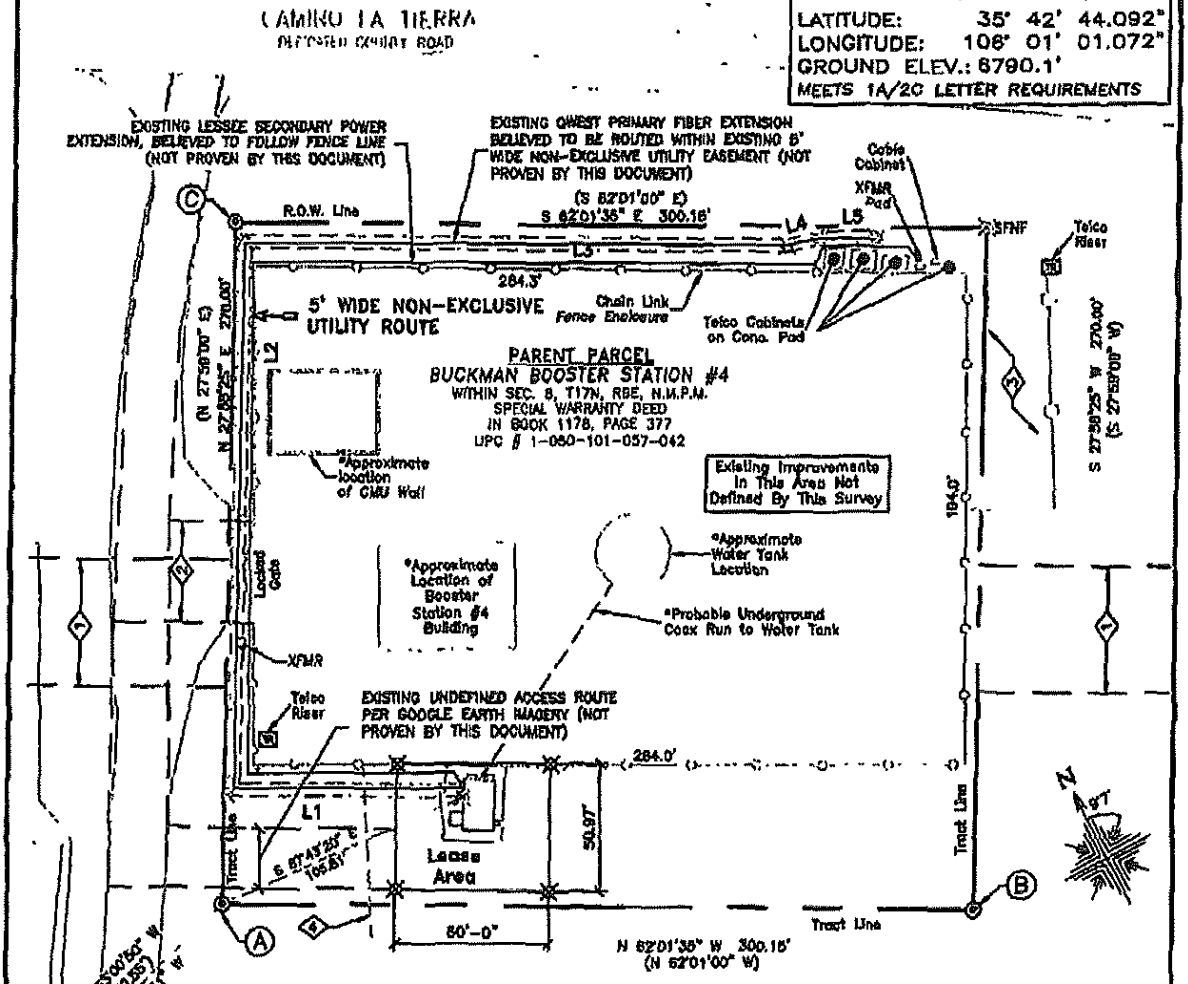
EXISTING UTILITY ROUTE SKETCH

GENERAL LEGAL DESCRIPTION OF LESSOR'S PARCEL

SITUATE WITHIN
SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

COORDINATE REPORT (NAD83/NAVD88)

LATITUDE: 35° 42' 44.092"
LONGITUDE: 106° 01' 01.072"
GROUND ELEV.: 6790.1'
MEETS 1A/2C LETTER REQUIREMENTS



LEGEND

- FOUND 5/8" REBAR W/ALUMINUM CAP STAMPED "R&P 1358 20" [SW CORNER SECTION 8]
- FOUND SURVEY MONUMENT (AS NOTED)
- CALCULATED CORNER (POINT NOT SET)
- SFNF SEARCHED FOR NOT FOUND
- ( ) BEARING AND DISTANCE IN PARENTHESIS ARE FROM DOCUMENTS OF RECORD
- * SHOWN FOR REFERENCE, NOT DEFINED BY THIS SURVEY

NOTES:

1) UTILITY ROUTES SHOWN HEREIN ARE BASED ON HISTORICAL DATA AND REASONABLE ASSUMPTIONS, AND ARE NOT PROVEN BY THIS DOCUMENT.
2) PRIVATE UTILITY LOCATES ARE RECOMMENDED TO CONFIRM THE ROUTES SHOWN.

LINE	BEARING	DISTANCE
L1	N 82°01'35" W	81.45'
L2	N 27°58'25" E	216.48'
L3	S 82°01'35" E	217.21'
L4	S 78°33'57" E	13.67'
L5	S 82°01'35" E	21.69'

60'-0" 0 60'-0"
30' 15'
SCALE: 1" = 60'-0"

DESIGNED FOR:
verizon
4821 ELIBANK NE
ALBUQUERQUE, NEW MEXICO 87111

DESIGNED BY:
15 INFRASTRUCTURE PARTNERS

PROJECT NAME:	VZW NM4 LAS CAMPANAS
PROJECT ADDRESS:	BUCKMAN BOOSTER STATION #4
SHEET TITLE:	LEASE EXHIBIT A
BY: DWW	SHEET NUMBER: SK1
DATE: 10/11/2019 9:40 AM	

Exhibit B

KEYED NOTES

(A) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ORIGIN OF SURVEY]

(B) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ALIGNMENT]

(C) FOUND #5 REBAR W/ALUMINUM CAP STAMPED "S&W 5837"

<1> 60' WIDE P.N.M WATERLINE EASEMENT BOOK 092, PAGE 978-984 SANTA FE COUNTY RECORDS

<2> 40' WIDE ACCESS EASEMENT BOOK 592, PAGE 975 SANTA FE COUNTY RECORDS

<3> GAS COMPANY OF NEW MEXICO Non-Accessible Chain Link Enclosure

<4> CAUTION: Approximate Location of Potential Underground 2" PVC Pipe [Shown on Record Plat Filed June 30, 1994, Book 278, Page 048]

REFERENCE DOCUMENTS:	
1.	NEW LIGHT POLE ARM TO BE INSTALLED AT THE ELEVATION REQUIRED TO ENSURE THE HEIGHT OF THE LIGHT REMAINS CONSISTENT WITH EXISTING LIGHT POLES OF SIMILAR DESIGN
2.	SPECIAL WARRANTY DEED, BETWEEN PUBLIC SERVICE COMPANY OF NEW MEXICO (GRANTOR) AND CITY OF SANTA FE, NEW MEXICO (GRANTEE), RECORDED JULY 3, 1995, IN BOOK 1178, PAGE 377, RECORDS OF SANTA FE COUNTY, NM.
3.	GRANT OF EASEMENT, BETWEEN LA TIERRA, LTD (GRANTOR) AND PUBLIC SERVICE COMPANY OF NEW MEXICO (GRANTEE), RECORDED SEPTEMBER 30, 1981, IN BOOK 592, PAGE 975, RECORDS OF SANTA FE COUNTY, NM.
4.	MEMORANDUM OF OPTION & EASEMENT AGREEMENT, BETWEEN SANGRE DE CRISTO WATER COMPANY (GRANTOR) AND NEW MEXICO #4 SANTA FE RSA WEST LIMITED PARTNERSHIP (GRANTEE), RECORDED MAY 9, 1995, AS DOCUMENT NO. 903,024, IN BOOK 1102, PAGE 647, RECORDS OF SANTA FE COUNTY, NM.
5	PLAT OF SURVEY PREPARED FOR PUBLIC SERVICE COMPANY OF NEW MEXICO, RECORDED JUNE 30, 1994, IN PLAT BOOK 278, PAGE 045, RECORDS OF SANTA FE COUNTY, NM.

DESIGNED FOR: verizon

4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

DESIGNED BY: 15 INFRASTRUCTURE PARTNERS

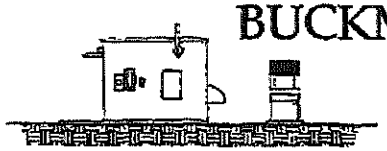
PROJECT NAME:	VZW NM4 LAS CAMPANAS
PROJECT ADDRESS:	BUCKMAN BOOSTER STATION #4
SHEET TITLE:	LEASE EXHIBIT A
BY: DWW	SHEET NUMBER: SK2
DATE: 10/11/2019 9:40 AM	

Exhibit C

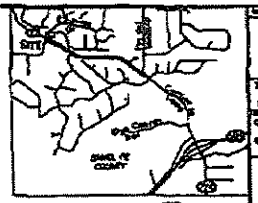
verizonwireless

NM4 LAS CAMPANAS
BUCKMAN BOOSTER STATION #4

PARCEL NO. #1050101057042
SANTA FE, NEW MEXICO
SANTA FE COUNTY



SOUTHWEST ELEVATION



VICINITY MAP

GENERATOR INSTALLATION PROJECT

SHEET INDEX

SHT	TITLE	REV
T1	TITLE SHEET	2
SP1	CONSTRUCTION & PHOTO SHEET	2
C1	SITE PLAN	2
C2	VEGETATION, UTILITIES, GRADING PLAN	2
C3	ELEVATIONS	2
D1	SECTIONS & DETAILS	2
E1	ELECTRICAL SINGLE LINE DIAGRAM	2
E2	GROUNDING PLAN & DETAILS	2
GN1	GENERAL NOTES	2
A1	FLOOR PLAN & ELEVATIONS	2
A2	ROOF PLAN & DETAILS	2

PROJECT INFO

DRIVING DIRECTIONS

GENERAL PROJECT NOTES

BUILDING CODE ANALYSIS (2006 INTERNATIONAL BUILDING CODE)

PROPERTY OWNER:			
ASSESSOR'S PARCEL NO:			
OCCUPANCY CLASSIFICATION:			
TYPE OF CONSTRUCTION:			
USE:	EXISTING/ALLOWED	PROPOSED	COMPLIANCE
FIRE SPRINKLERS	NO	N/A	YES
FIRE ALARM	NO	YES, ALARMED DECK TO MARKET SWITCH FACILITY	YES
BUILDING HEIGHT	UP TO 50'	N/A	YES
NUMBER OF STORIES	2	N/A	YES
BUILDING AREA	UP TO 3,000 SQ. FT.	N/A	YES
OCCUPANT LOAD	N/A	N/A	YES
NUMBER OF EXITS	1	N/A	YES
FIRE RESISTANCE OF EXTERIOR WALLS	1 HOUR	N/A	YES
FIRE RESISTANCE RATING OF BEARING SUPPORTS	1 HOUR	N/A	YES
PROTECTION OF OPENINGS	N/A	N/A	YES
NON-COMBUSTIBLE OR PROTECTED USES	n/a	N/A	YES
ROOF COVERING MATERIAL	CLASS B	N/A	YES
ALARMING DEVICES	NONE	N/A	YES
SPECIAL INSPECTIONS	N/A	N/A	YES

FCC COMPLIANCE

ADA COMPLIANCE

PROJECT DESCRIPTION

ABBREVIATED LEGAL DESCRIPTION

APPROVED FOR CONSTRUCTION

NM4 LAS CAMPANAS GENERATOR INSTALLATION

BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

TITLE SHEET

07-420-131

T1

Exhibit C

GENERAL PROJECT NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR SIGNS TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PAVEMENT OR THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF WORK IS THE CONTRACTOR RESPONSIBILITY.
2. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL REQUIREMENTS OF THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
4. EXISTING SOIL MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
5. CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEMENTS AS NECESSARY TO ENSURE A DRY SITE DUE TO DRAINAGE CONDITIONS.
6. CONSTRUCTION SHALL CONSIST OF A CONSTRUCTION LAYDOWN AREA WITH SWC PROPERTY CORNER. CONSTRUCTION LAYDOWN AREA SHALL BE FENCED AS WITH TEMPORARY (4'6 DIA) CONSTRUCTION FENCE, 6' HIGH CHAIN LINK FABRIC. THE TEMPORARY FENCE SHALL BE REMOVED AT THE END OF CONSTRUCTION. ONCE THE LAYDOWN AREA ADJACENT TO ITS ORIGINAL CONDITION.
7. ALL SOIL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557. CONTRACTOR TO COMPACT ALL SOIL DISTURBED TO ENSURE ALL FOUNDATION AND FOOTINGS.
8. ANY INFORMATION REGARDING WELLS CREATED FROM RECORDED INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.

CHAIN LINK FENCE NOTES:

OVERALL FENCING PER ASTM F-552. SWING GATES PER ASTM F-900

1	GATE POSTS, 4" SCHEDULE 40 PIPE FOR GATE WIDTHS UP THROUGH 6 FEET OR 1/2 FOOT FOR DOUBLE SWING GATES, PER ASTM F-1083.
2	LINE POSTS, 2" (2.375 O.D.) SCHEDULE 40 PIPE PER ASTM F-1083, 10'-0" MAX. SPACING BETWEEN POSTS.
3	TERMINAL POSTS, 3" SCHEDULE 40 PIPE PER ASTM F-1083.
4	GATE FRAMES 1 1/2" (1.610" O.D.) SCHEDULE 40 PIPE, PER ASTM F-1083.
5	TOP RAIL & BRACE RAIL 1 1/2" (1.677" O.D.) SCHEDULE 40 PIPE, PER ASTM F-1083.
6	FABRIC 9 GA. CORE WIRE (OR 2" MESH, CONFORMING TO ASTM A-392.
7	TIE WIRES MINIMUM 11 GA. GALVANIZED STEEL AT POSTS AND RAILS @ SPACING EQUAL OR CLOSER THAN OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" APPEARANCE.
8	TENSION WIRE 7 GA. GALVANIZED STEEL.
9	BARBED WIRE DOUBLE STRAND 12-1/2 O.D. TWISTED WIRE TO MATCH MESH FABRIC 14 GA. 4 PT. BARB SPACED ON APPROXIMATELY 5" CENTERS.
10	GATE LATCH 1 3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CHECK AND LOCK.
11	LOCAL ORDINANCE OF BARBED WIRE FENCE REQUIREMENTS SHALL BE COMPLIED WITH IF APPLICABLE.

IBC 2006 STRUCTURAL DESIGN CRITERIA:

1. ALL LOADS DERIVED FROM REQUIREMENTS OF MINIMUM BUILDING CODE 2006 (IBC 2006) AND MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7)
2. SNOW LOAD LOADS: SECTION 1603.11.2 APPLIES
   - I_s = 1.0
   - R_s = 1.0 (UNIFORM)
   - R_s = 1.0 (DRIFT)
3. WIND LOADS: SECTION 1609.1 AND ASCE 7 SECTION 6.5.1 APPLIES
   - EXP B, 100 = 150MPH
   - RISK & EXPOSURE CODE = 1.0
   - IMPORTANCE FACTOR = 1.0
4. SEISMIC LOADS: SECTION 1613.5.2.2 AND ASCE 7 SECTION 9.5.5 APPLIES "SIMPLIFIED ANALYSIS PROCEDURE". ASCE 7 SECTION 9.5.2.3.1 SATISFIED.

   SEISMIC USE GROUP I, SITE CLASS D

   $V = \frac{1.2 S_{DS}}{R} W$

   - S_S = SITE COEF. = 1.0
   - S_1 = SPECTRAL ACCELERATION = 3.5
   - $S_{MS} = F_a S_S$ = 0.75
   - $S_{M1} = F_v S_1$ = 0.447

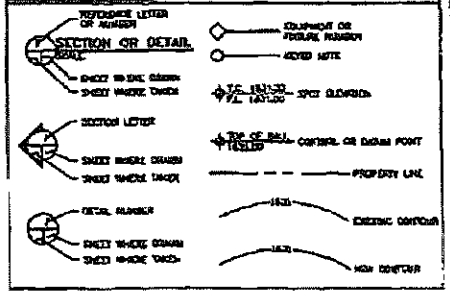
CONCRETE NOTES:

1. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4,000 PSI @28 DAYS.
2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60.
3. CONTRACTOR SHALL PROVIDE CLEARANCE FOR ALL RISERS OF 3" UNLESS NOTED OTHERWISE.
4. ALL REBAR SHALL BE SUPPORTED ABOVE SOIL SURFACE WITH NON-CORRODED METAL WIRE CHAIRS.

GENERATOR INFORMATION:

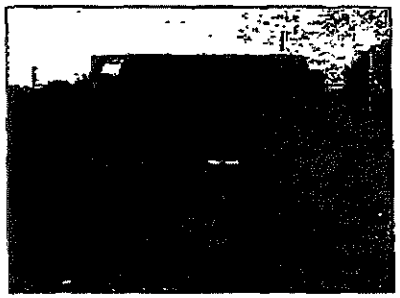
1. THE INTENDED USE OF THE GENERATOR IS FOR BACK-UP POWER PURPOSES ONLY. THE GENERATOR WILL BE PERIODICALLY CYCLED AND EXERCISED TO ENSURE CONTINUED RELIABILITY.
2. THE GENERATOR OPERATES AT AN AVERAGE SOUND LEVEL OF 69 DECIBELS WHICH IS COMPARABLE TO THE SOUND LEVEL OF A NORMAL CONVERSATION BETWEEN TWO PEOPLE (70 DECIBELS).

LEGEND OF SYMBOLS

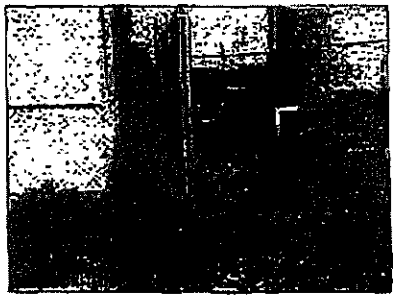


SYMBOLS USED AS ABBREVIATIONS:

∠ L	ANGLE	⊥	PERPENDICULAR
℄	CENTERLINE	ø	ROUND/DIAMETER
[C	CHANNEL	□	SQUARE
@	AT/BY	~	APPROXIMATELY



VIEW OF NEW GENERATOR LOCATION



VIEW OF NEW GENERATOR LOCATION

APPROVED FOR CONSTRUCTION

verizon wireless

4811 DARIAN RD
ALBUQUERQUE, NM 87111

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TOWNSON TECHNOLOGIES

1575 SHERMAN AVE, NO. 3000 EVANSTON, IL 60201
TEL 847-733-4033 FAX 847-733-4031

REV	DATE	DESCRIPTION
A	07/24/09	ZONING
B	08/21/09	ZONING
C	09/21/09	ZONING
D	10/21/09	ZONING
E	11/21/09	ZONING
F	12/21/09	ZONING
G	01/21/10	ZONING
H	02/21/10	ZONING
I	03/21/10	ZONING
J	04/21/10	ZONING
K	05/21/10	ZONING
L	06/21/10	ZONING
M	07/21/10	ZONING
N	08/21/10	ZONING
O	09/21/10	ZONING
P	10/21/10	ZONING
Q	11/21/10	ZONING
R	12/21/10	ZONING
S	01/21/11	ZONING
T	02/21/11	ZONING
U	03/21/11	ZONING
V	04/21/11	ZONING
W	05/21/11	ZONING
X	06/21/11	ZONING
Y	07/21/11	ZONING
Z	08/21/11	ZONING

JASON D. DICKMAN
STATE OF NEW MEXICO
14846
REGISTERED PROFESSIONAL ENGINEER

NM4 LAS CAMPANAS GENERATOR INSTALLATION

BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

SPECIFICATION & PHOTO SHEET

07-027-135

SP1

Exhibit C

SOUTHWEST ELEVATION
SOUTHEAST ELEVATION
APPROVED
FOR CONSTRUCTION
JASON D. DICKMAN
NEW MEXICO
PROFESSIONAL ENGINEER
TowerDom
TECHNOLOGIES
NM4 LAS CAMPANAS
GENERATOR
INSTALLATION
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM.
ELEVATIONS
C3

Exhibit C

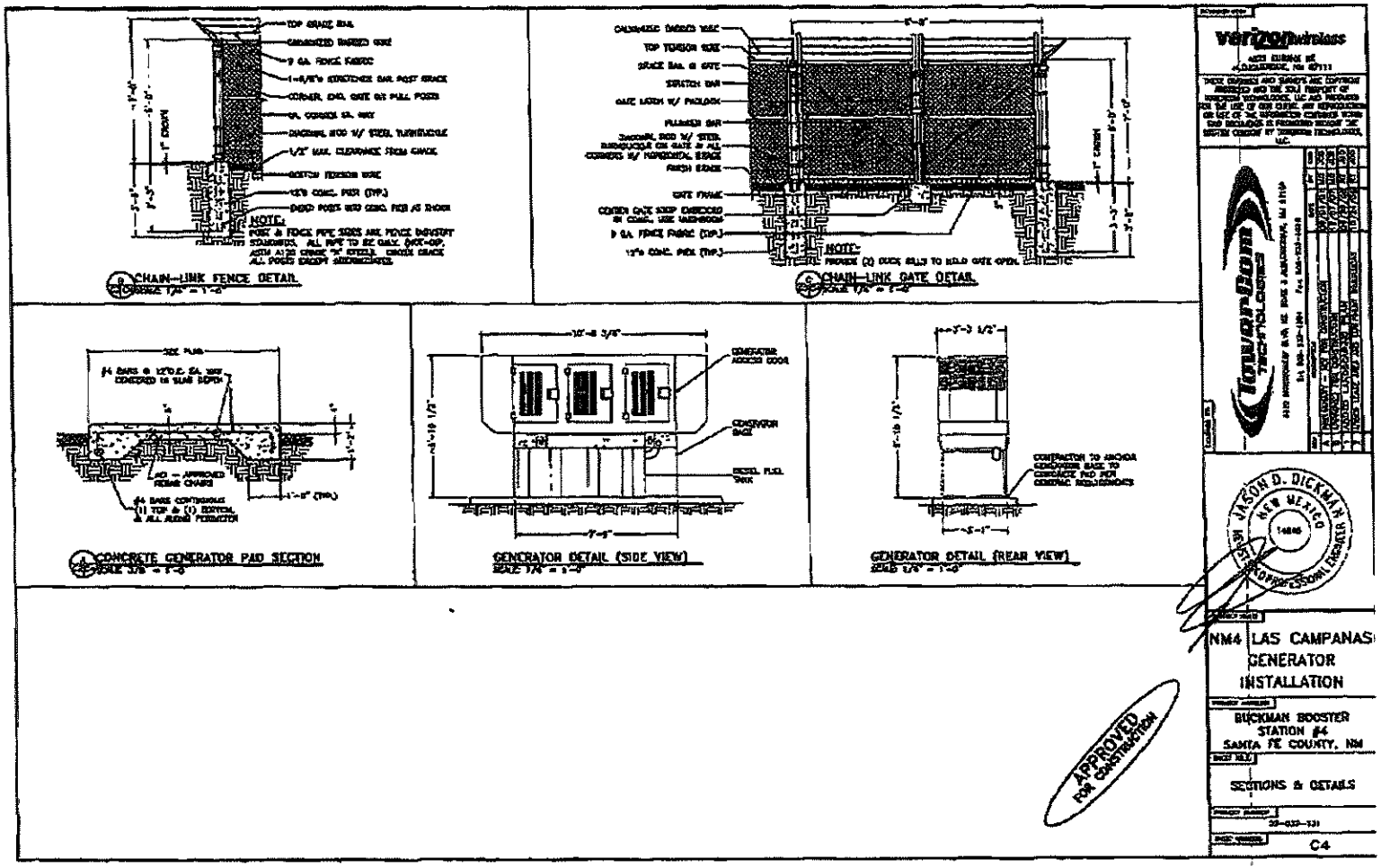

CHAIN-LINK FENCE DETAIL
CHAIN-LINK GATE DETAIL
CONCRETE GENERATOR PAD SECTION
GENERATOR DETAIL (SIDE VIEW)
GENERATOR DETAIL (REAR VIEW)
APPROVED FOR CONSTRUCTION
JASON D. DICKMAN
NEW MEXICO
14886
NM4 LAS CAMPANAS
GENERATOR
INSTALLATION
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM
SECTIONS & DETAILS
C4

Exhibit C

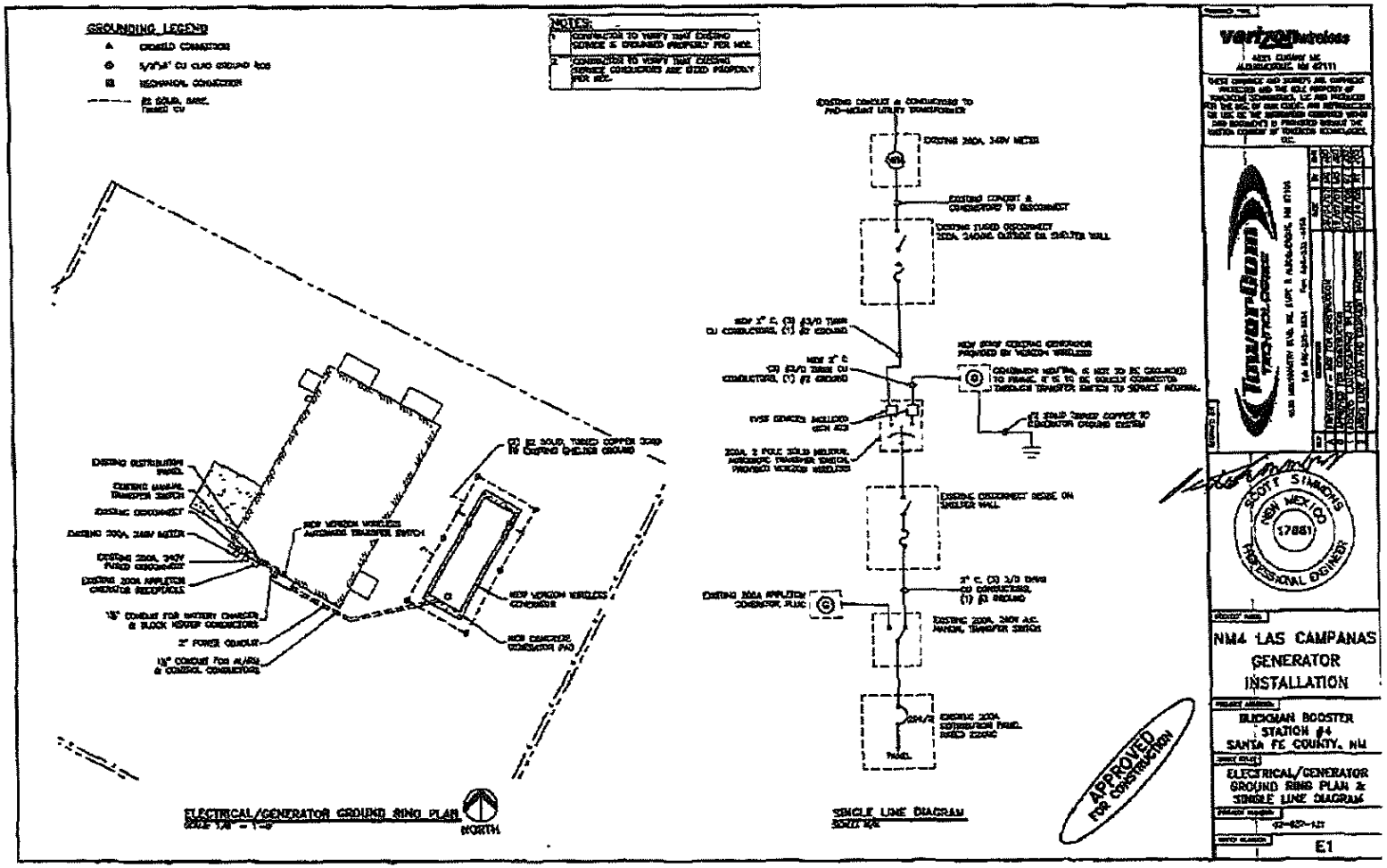

GROUNDING LEGEND
NOTES:
ELECTRICAL/GENERATOR GROUND RING PLAN
NORTH
SINGLE LINE DIAGRAM
APPROVED FOR CONSTRUCTION
verizonwireless
SCOTT SIMMONS
NEW MEXICO
17881
PROFESSIONAL ENGINEER
NM4 LAS CAMPANAS
GENERATOR
INSTALLATION
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM
ELECTRICAL/GENERATOR
GROUND RING PLAN &
SINGLE LINE DIAGRAM
E1

Exhibit C

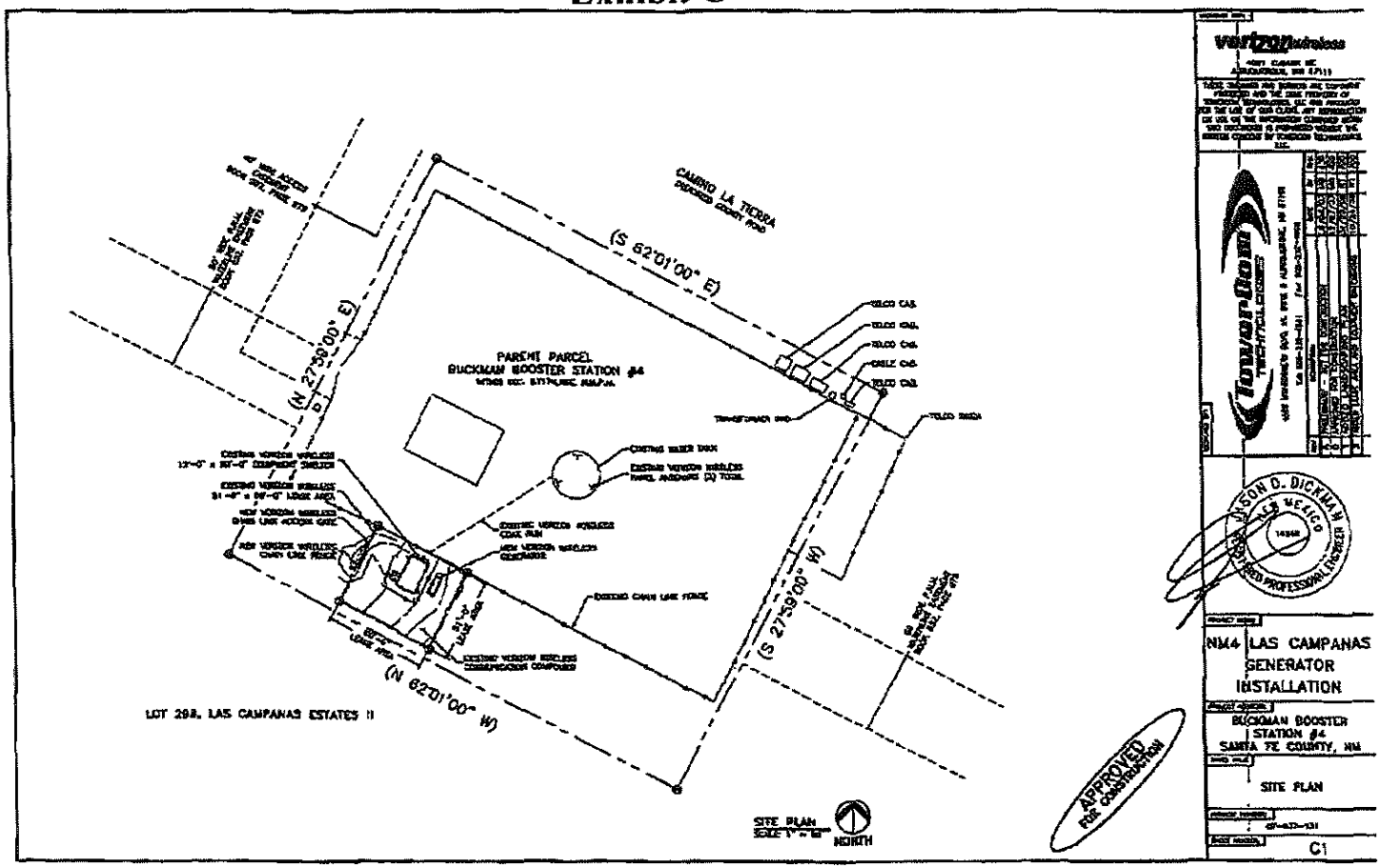

CAMINO LA TIERRA
PARENT PARCEL
BUCKMAN BOOSTER STATION #4
(S 62°01'00" E)
(N 27°59'00" E)
(S 27°59'00" W)
(N 62°01'00" W)
LOT 298, LAS CAMPANAS ESTATES II
SITE PLAN
NORTH
APPROVED FOR CONSTRUCTION
verizon wireless
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
SITE PLAN
C1

Exhibit C

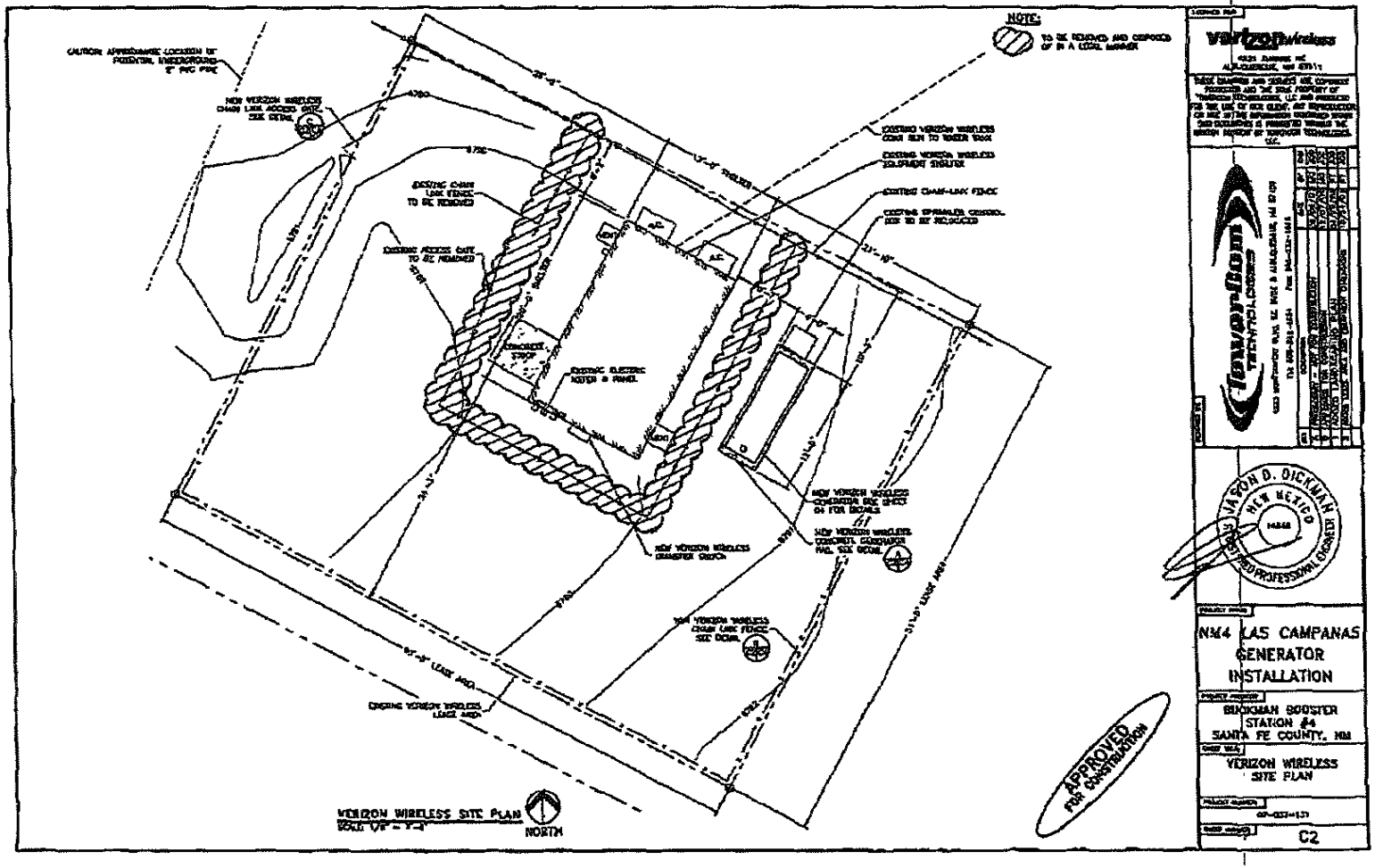

NOTE:
VERIZON WIRELESS SITE PLAN
NORTH
APPROVED FOR CONSTRUCTION
verizonwireless
JASON D. DICKMAN
NEW MEXICO
REGISTERED PROFESSIONAL ENGINEER
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BRICKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
VERIZON WIRELESS SITE PLAN
C2

Exhibit C

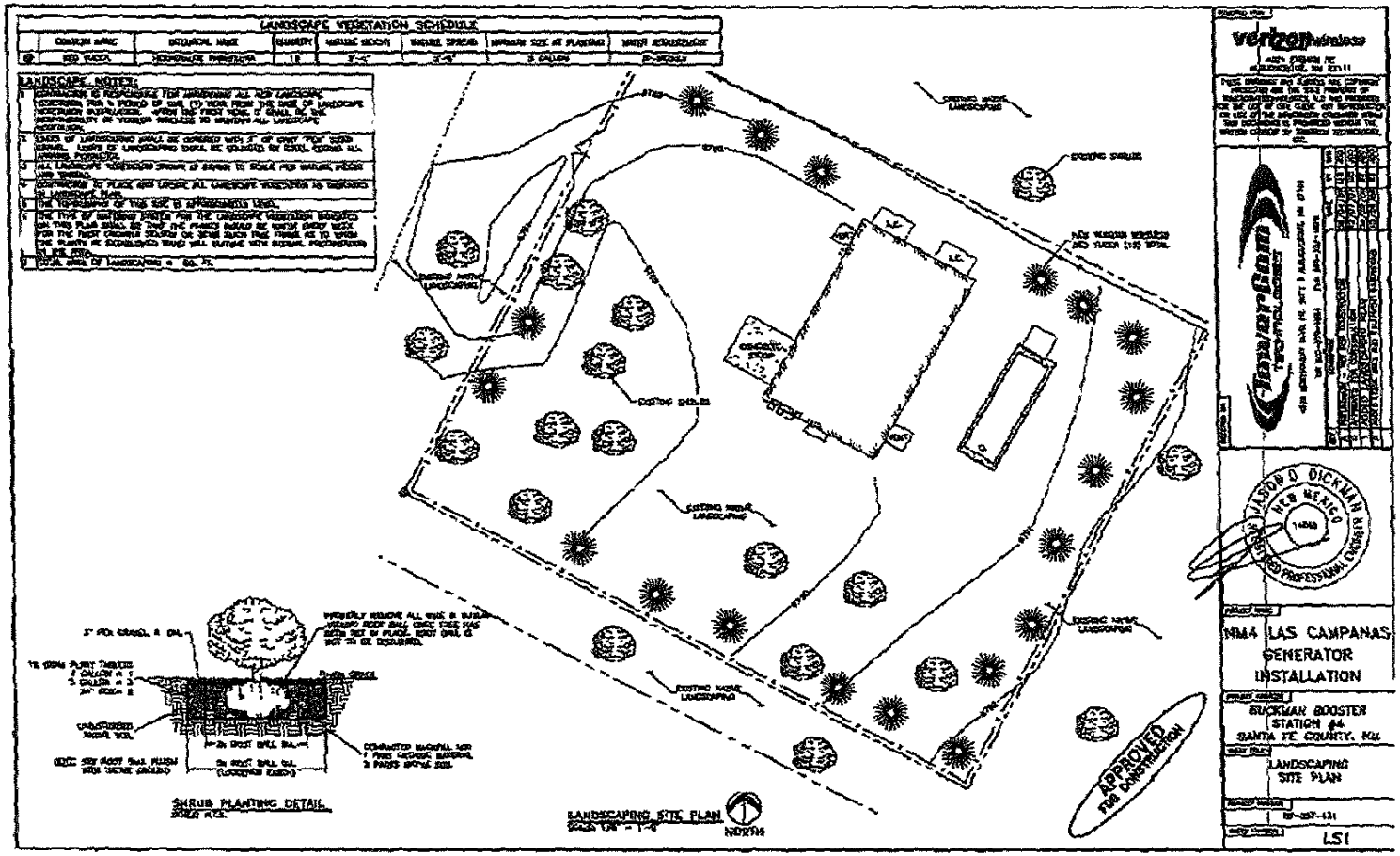

LANDSCAPE VEGETATION SCHEDULE
LANDSCAPE NOTES:
verizon wireless
JASON D. DICKMAN
NEW MEXICO
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
LANDSCAPING SITE PLAN
LS1
SHRUB PLANTING DETAIL
LANDSCAPING SITE PLAN
NORTH
APPROVED FOR CONSTRUCTION

Exhibit C

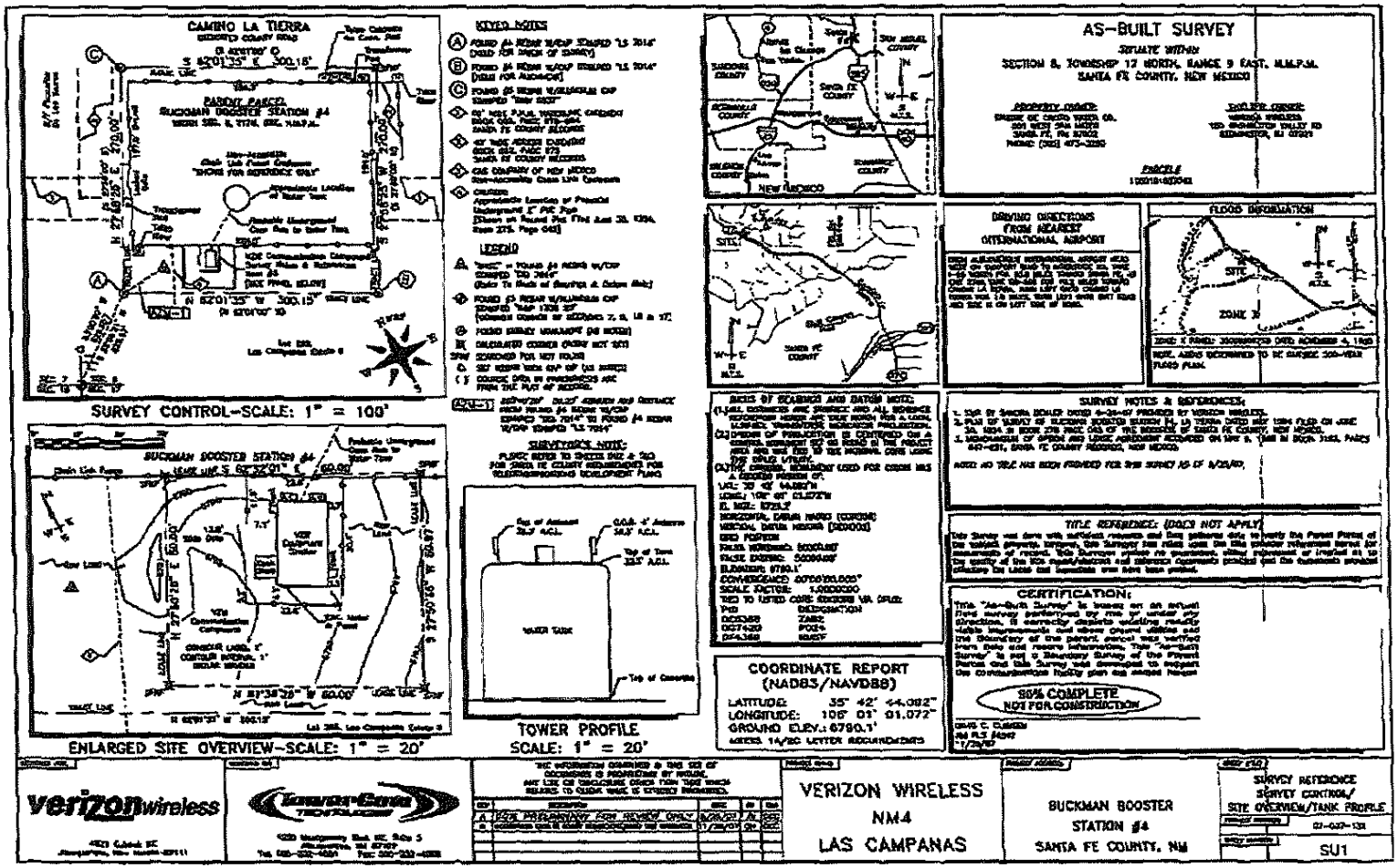
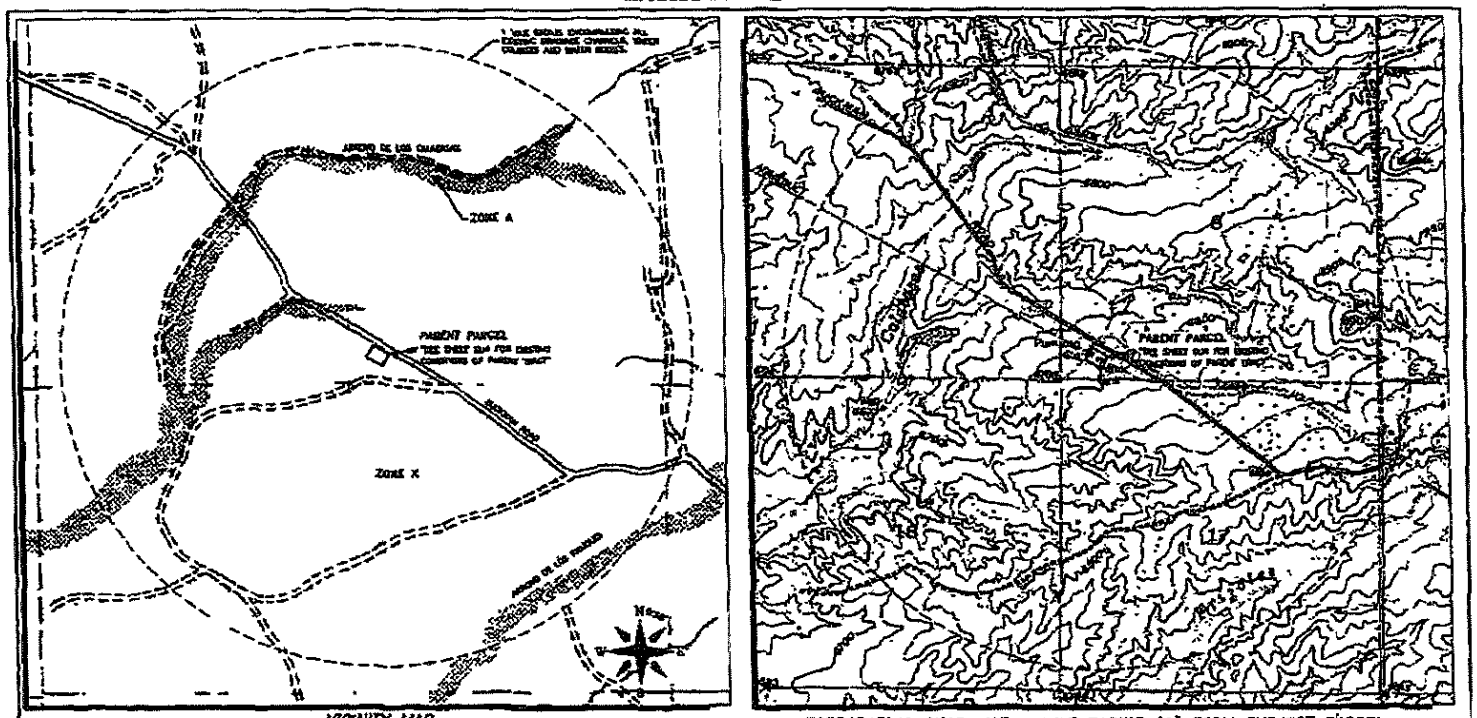

CAMINO LA TIERRA
PARENT PARCEL
BUCKMAN BOOSTER STATION #4
SURVEY CONTROL–SCALE: 1" = 100'
ENLARGED SITE OVERVIEW–SCALE: 1" = 20'
KEYED NOTES
LEGEND
SURVEYOR'S NOTE:
TOWER PROFILE
SCALE: 1" = 20'
AS–BUILT SURVEY
SITUATE WITHIN
SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.
SANTA FE COUNTY, NEW MEXICO
PROPERTY OWNER:
LOCATION OWNER:
PARCEL
DRIVING DIRECTIONS FROM NEAREST INTERNATIONAL AIRPORT
FLOOD INFORMATION
SURVEY NOTES & REFERENCES:
BASIS OF BEARINGS AND DATUM NOTE:
TITLE REFERENCE: (DOES NOT APPLY)
CERTIFICATION:
COORDINATE REPORT
(NAD83/NAVD88)
LATITUDE: 35° 42' 44.092"
LONGITUDE: 106° 01' 01.072"
GROUND ELEV.: 6790.1'
95% COMPLETE
NOT FOR CONSTRUCTION
verizonwireless
VERIZON WIRELESS
NM4
LAS CAMPANAS
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM
SURVEY REFERENCE
SURVEY CONTROL/
SITE OVERVIEW/TANK PROFILE
SU1

Exhibit C



VICINITY MAP
SCALE: 1" = 1500'

TOPTGRAPHIC QUAD MAP 1 MILE RADIUS (±) FROM SUBJECT PARCEL
SCALE: 1" = 1500'

verizonwireless

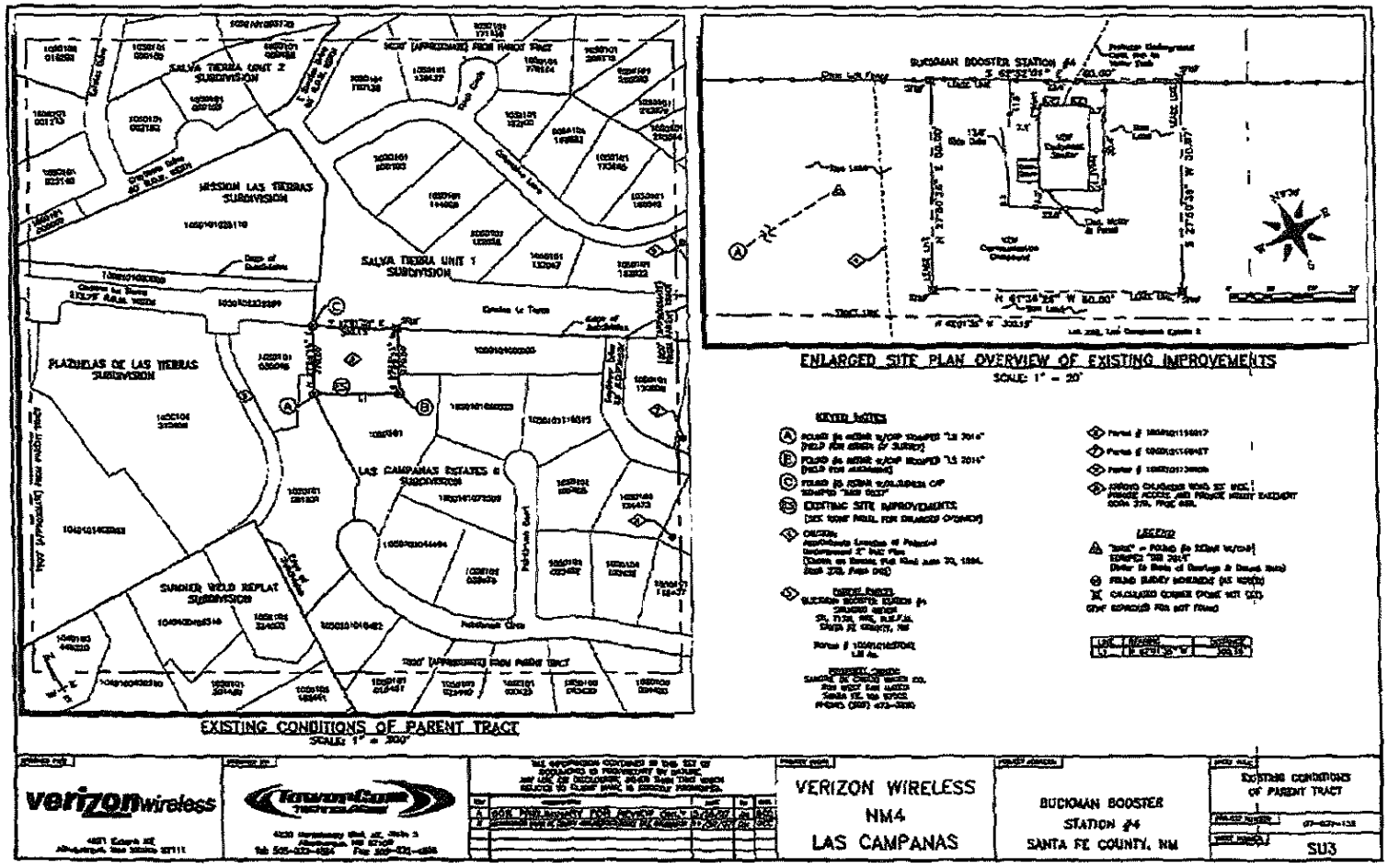
VERIZON WIRELESS
NM4
LAS CAMPANAS

BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM

EXPANDED SITE PLAN OVERVIEW
TOPOGRAPHIC SURVEY
20' INTERVALS

SU2

Exhibit C


SALIVA TIERRA UNIT 2 SUBDIVISION
MISSION LAS TIERRAS SUBDIVISION
SALIVA TIERRA UNIT 1 SUBDIVISION
PLAZUELAS DE LAS TIERRAS SUBDIVISION
LAS CAMPANAS ESTATES II SUBDIVISION
SUNRISE WOLD REPLAT SUBDIVISION
BUCKMAN BOOSTER STATION #4
ENLARGED SITE PLAN OVERVIEW OF EXISTING IMPROVEMENTS
SCALE: 1" = 20'
EXISTING CONDITIONS OF PARENT TRACT
SCALE: 1" = 300'
VERIZON WIRELESS
NM4
LAS CAMPANAS
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM
EXISTING CONDITIONS OF PARENT TRACT
SU3

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # ~~TBD~~

Contractor: **Cellco Partnership d/b/a Verizon Wireless**

Description: **Lease Agreement with Cellco Pattnership d/b/a Verizon Wireless.**

Lessee's rent payments will go to Economic Development

Contract ☐ Agreement ☐ Lease / Rent ☉ Amendment ☐

Term Start Date: _____ Term End Date: _____

☑ Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **102,309.12 (24K 1st year & increase by 2.5% each year)**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Fran Dunaway (Oct 25, 2021 08:47 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source: (Deposit into) Economic Development Bus. Unit** Org / Object: **2122800.460350**

Andy Hopkins (Oct 22, 2021 10:47 MDT) Oct 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Terry Lease Phone # **505-629-2206**

Email: **tjlease@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 08/25/2021

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 **FAX (A/C, No):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIU Insurance Company	19399
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Cellco Partnership dba Verizon Wireless
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES **CERTIFICATE NUMBER:** 570088915240 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X XCU Coverage is included						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			4594298 AOS	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			4594299 MA	06/30/2021	06/30/2022	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
B	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4594300 VA	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)	
B				See Next Page	06/30/2021	06/30/2022		
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED [ ] RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			16393209 AOS	06/30/2021	06/30/2022	X PER STATUTE [ ] OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		16393206 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Location No. 144391, NM4 Las Campanas, 215 Camino La Tierra, Santa Fe, NM 87504.

CERTIFICATE HOLDER

City of Santa Fe
PO 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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570088915240

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AGENCY CUSTOMER ID: 570000027366

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cellco Partnership dba Verizon Wireless
POLICY NUMBER: See Certificate Number: 570088915240	
CARRIER: See Certificate Number: 570088915240 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				4594301 NH - Primary	06/30/2021	06/30/2022		
B				4594302 NH - Excess	06/30/2021	06/30/2022		
	WORKERS COMPENSATION							
A		N/A		16393207 NY	06/30/2021	06/30/2022		
A		N/A		16393208 WI	06/30/2021	06/30/2022		
A		N/A		16393205 NJ,TX,VA	06/30/2021	06/30/2022		

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City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 27/09/2021

Meeting End Date - 28/09/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval for Lease Amendment No. 1 to Sandoval Parking Garage Antenna Site Lease for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 10/04/21
Governing Body: 10/13/21

Item Type - lease amendment

Item Owner - Terry Lease

Item Background -

Item Sponsor -

Item Tracking Number - 21-12388

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 27/09/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Chris Rivera, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

Voting Date Time = 12/10/2021 18:33:22

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe New Mexico
Memorandum

DATE: September 20, 2021

TO: PUBLIC WORKS COMMITTEE — SEPTEMBER 27TH 2021
FINANCE COMMITTEE — OCTOBER 4TH 2021
AND GOVERNING BODY — OCTOBER 13TH 2021

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones
SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

FROM:
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: AMENDMENT NO. 1 TO SANDOVAL PARKING GARAGE ANTENNA SITE LEASE

ITEM AND ISSUE:
Proposed Lease Amendment No. 1 will allow the Lessee to utilize the existing building electrical service to furnish power to the Lessee's antenna installation located on the upper deck of the Sandoval Parking Garage. The Lessee would compensate the City for use the electrical service. Lessee's assignment of its interest in the lease by merger is acknowledged: The Lessee previouslyknown as Verizon Wireless (VAW) is hereafter Cellco Partnership.

BACKGROUND AND SUMMARY:
Temporary facilities originally installed in 2017 by Verizon Wireless on the upper deck of the Sandoval Parking Garage relied on the building's existing electrical service. Verizon Wireless (now Cellco Partnership) subsequently replaced its temporary facilities with a permanent installation in 2019. The permanent installation was intended to connect to a new, separate PNM-metered electrical service. To avoid unnecessary capital costs, building impacts and disruptions to normal parking operations, the proposed lease amendment authorizes the Lessee to continue to use the existing building service indefinitely, and provides compensation to the City in the form of a $300/month Utility Fee in addition to normal rent. The Utility Fee escalates at an annual rate of 2.5% along with that of rent. Over the 20-year maximum lease term the amendment will generate an additional $88,360 in net revenue for the City, accruing to Parking Enterprise Business Unit 51150, which is the funding source for PNM Electric Service Charge payments for the building.

The additional energy usage is estimated to be under $15/month. The antenna facilities use the same amount of power as ten light bulbs, and have no appreciable impact on the capacity availableto the rest of the building. The lease term is unchanged.

ACTION REQUESTED:
Review and approval of Amendment No. 1 to the Lease Agreement attached hereto.

ATTACHMENTS:
Proposed Amendment No. 1 with Exhibits A1 & B (18 pages)
Lease Agreement with Exhibit A (Item 18-1098; 34 pages)
Certificate of Insurance (2 pages)
Fiscal Impact Report (2 pages)
Summary of Contracts (2 pages)

ITEM # _____

AMENDMENT NO. 1 TO LEASE AGREEMENT

This **FIRST AMENDMENT** ("Amendment No. 1") to a Lease Agreement dated October 10, 2018,by and between the **CITY OF SANTA FE, NEW MEXICO** ("Lessor") and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless ("Lessee"), for the use of Premises located at **221 WEST SAN FRANCISCO STREET** in Santa Fe, New Mexico, is entered into this_____day of_____, 2021 ("Amendment Date").

1. Lessor acknowledges and agrees to the assignment by Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (the "Previous Lessee") of Previous Lessee's rights and obligations under the above-referenced Lease Agreement to Lessee, the entity into which the Previous Lessee has merged, as evidenced by **Exhibit B** to this Amendment No. 1, satisfying the conditions described in Lease Section 14.D(ii).

2. Article 8 of the Lease Agreement is deleted in its entirety and substituted with the following:

"8. UTILITIES

A. Lessee shall bear sole and full responsibility for all utility services related to its use of the Premises. Lessee, at its sole cost and expense, may secure, install and maintain separately metered utilities from any public utility for its use of the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A** to the Lease Agreement. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by lease or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

B. Lessee may cause to be upgraded, replaced, modified, or otherwise utilized the Lessor's existing building electrical service at the Property for the Permitted Use, as shown in **Exhibit A1** to this Amendment No. 1. **Exhibit A** to the Lease Agreement is hereby supplemented by **Exhibit A1** to this Amendment No. 1. As of the Amendment Date, any references to **Exhibit A** to the Lease Agreement shall be deemed to refer collectively to **Exhibit A** to the Lease Agreement and **Exhibit A1** to this Amendment No. 1.

C. Utility Fee. The Parties agree that if Lessee utilizes Lessor's existing building electrical service for the Permitted Use, Lessee shall pay Lessor a separate, monthly utility fee ("Utility Fee") for the right to such use during any calendar month in which the use occurs. The initial monthly amount of the Utility Fee is **Three Hundred Dollars ($300)**.

D. Payment. The Parties hereby agree that Utility Fees have been accruing since January 1, 2020. Lessee shall pay all Utility Fees that have accrued through the Amendment Date (including the Utility Fee owed for the month in which the Amendment Date occurs) within forty-five (45) days of the Amendment Date. Subsequent to the Amendment Date, the Utility Fee shall be paid on or before the first day of each month during the Term.

E. Late Payment. If Lessee fails to timely pay any Utility Fee on its due date or within

four (4) days thereafter, Lessee shall pay Lessor, in addition to the Utility Fee due, a penalty equal to fifteen percent (15%) for each calendar month in which the Utility Fee is due but unpaid. All Utility Fee payments received shall apply first to all penalty amounts owed and then to the unpaid balance of Utility Fees due.

F. Escalation. Upon each anniversary of the Effective Date following the Amendment Date, the Utility Fee amount shall automatically increase by two-and-a-half percent (2.5%) over the Utility Fee amount in effect during the previous calendar month in which a Utility Fee was due.

G. Adjustment. The Parties agree that the amount of the initial monthly Utility Fee adequately compensates the Lessor for the cost of the increased power and energy demand caused by the Permitted Use.

H. Final Payment. Any Utility Fee accrued during the final calendar month in which the Lease Agreement is in full force and effect, whether within the Term, or the Holdover Period, or the calendar month in which termination occurs under Article 16, shall become due and payable within thirty (30) days of the final day in which the Lease Agreement remains in full force and effect."

3. Article 21 of the Lease Agreement is deleted in its entirety and substituted with the following:

"21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor

City of Santa Fe
Attn: City Manager
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

With a copy to:
City of Santa Fe
Attn: City Attorney
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

To Lessee:
Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

Either Party may change its notice addresses in the Section upon written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party."

4. Except as specifically provided in this Amendment No. 1, the Lease Agreement shall remain full force and effect, in accordance with its terms.

5. Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Lease Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of_____, 2021.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
KRISTINE MIHELSIC, CITY CLERK:

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 20, 2021 14:35 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
51150.460350 BUSINESS UNIT/LINE
ITEM

LESSEE:
CELLCO PARTNERSHIP d/b/a Verizon Wireless

_____
DESMOND JACKBIR, DIRECTOR
NETWORK FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF_____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of _____ _____ 2021, by Desmond Jackbir, Director-Network Field Engineering for Cellco Partnership.

Commission Expires: _____ _____
(Seal) Notary Public

EXHIBIT A1

[SEE ATTACHED NINE (9) SHEETS]

verizon

NM4 SAN FRANCISCO NSB

PUBLIC RECORD PARCEL NO. 993-05-471
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

EXISTING BUILDING
(OVERALL HEIGHT: 30'-0" A.G.L.)
UPGRADE EXISTING 30'-0" ROOFTOP

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/31/21	DV	BW
1	REVISED PER SAD COMMENTS	04/08/21	DV	BW

SHEET INDEX:

CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

SHEET	TITLE	REV.
T1	TITLE SHEET	1
SP1	NOTES	1
S1	ANTENNA/EQUIPMENT SHELTER UPGRADE	1
S2	MOUNT/HEADER ASSEMBLY DETAILS	1
S3	REFERENCE DETAIL AND NOTES	1
S4	SPEC SHEETS	1
E1	SINGLE LINE DIAGRAM	1
E2	POWER COORDINATION SITE PLAN	1
E3	ELECTRICAL DETAILS	1

PROJECT INDEX:

APPLICANT:
VERIZON
4821 EUBANK NE
ALBUQUERQUE, NM 87111

CONTACT: JEFF DEWALT
PHONE: 505-250-0004

ENGINEERS/DESIGNERS:
J5 INFRASTRUCTURE PARTNERS
4111 MONTGOMERY BLVD. NE
ALBUQUERQUE, NM 87109

CONTACT: JEFF MONTANO
PHONE: 505-232-4884 EXT. 131

ZONING/SITE AQ:
BLACK & VEATCH CORPORATION
422 LIVE OAK CT. NE
ALBUQUERQUE, NM 87122

CONTACT: ANNE-MARIE (AMY) McKENZIE
OFFICE: 913-458-6771
MOBILE: 505-504-4965
EMAIL: mckenzieam@bv.com

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS, THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

PROJECT INFORMATION:

PROPERTY OWNER:	CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-909
JURISDICTION:	CITY OF SANTA FE
PUBLIC RECORD PARCEL NO:	993-05-471

STRUCTURE COORDINATE REPORT:

NAD 83:	N35°41'15.64"
	W105°56'29.57"
DECIMAL/ DEGREES:	N35.687678°
	W105.941547°
ELEVATION:	6,973.0'

ADA COMPLIANCE:

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

FCC COMPLIANCE:

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

SITE LOCATION:

SITE IS LOCATED ON ROOFTOP OF BUILDING, ON THE SOUTHEAST CORNER OF W SAN FRANCISCO ST. AND SANDOVAL ST.
SANTA FE, SANTA FE COUNTY, NEW MEXICO 87501

PROJECT DESCRIPTION:

THIS PROJECT CONSISTS OF THE FOLLOWING:

UPGRADE EXISTING SHROUD/EQUIPMENT SHELTER
- EIGHT - NEW REGISTER VENTS
- TWO - NEW FIRE RATED ACCESS DOOR
- TWO - NEW MECHANICAL FANS

VICINITY MAP
SCALE: N.T.S.

NORTH

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
TITLE SHEET

SAVE DATE:
4/8/2021 3:31 PM

SHEET NUMBER:
T1

GENERAL UPGRADE NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MEANS AND METHODS TO COMPLETE ALL UPGRADES AS INDICATED IN THIS DOCUMENT.
2. ALL DIMENSIONS, SECTIONS AND DETAILS OF THE EXISTING STRUCTURE ARE INCLUDED FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION. NOTIFY THE ENGINEER-OF-RECORD IMMEDIATELY OF ANY DISCREPANCIES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS.
3. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTOR'S RESPONSIBILITY.
4. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
5. COORDINATE WORK INDICATED ON THESE DRAWINGS WITH THE NEW EQUIPMENT, EXISTING EQUIPMENT, WAVEGUIDE ETC.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
7. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECIFICATIONS AND CODES, LATEST EDITION.
8. CONTRACTOR SHALL COLD-GALVANIZE ALL RAW STEEL AS REQUIRED DURING CONSTRUCTION PROCESS.

GENERAL CONTRACTOR NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK DEFINED UNDER THE REQUEST FOR PROPOSAL (RFP) FOR THIS PROJECT AND ALL ASSOCIATED ATTACHMENTS AND DOCUMENTS PROVIDED.

   THE RFP AND ALL ASSOCIATED DOCUMENTS SHALL DEFINE THE COMPLETE PROJECT SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL DOCUMENTS AND IS SOLELY RESPONSIBLE FOR ALL WORK.

   ALL DOCUMENTS INCLUDED WITHIN THE PROJECT REQUEST FOR PROPOSAL ARE REQUIRED FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK (EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC.) INDICATED IN ALL DOCUMENTS. THE RFP, VERIZON NETWORK STANDARDS AND PROJECT ADDENDUMS AND CLARIFICATIONS ARE COMPLEMENTARY TO EACH OTHER. THE FORMAT OF THE SPECIFICATIONS AND DRAWING NUMBERING PER DISCIPLINE IS NOT INTENDED TO IMPLY SEGREGATION OF SUB CONTRACTOR WORK. CONTRACTOR SHALL ASSIGN ALL SUB CONTRACTOR WORK AND VERIZON WILL NOT ACCEPT ANY CHANGE ORDERS FOR INTERNAL CONTRACTOR WORK ASSIGNMENTS.

   CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTING ALL RFP DOCUMENTS TO THEIR SUB CONTRACTORS. ALL RFP DOCUMENTS ARE REQUIRED TO INDICATE THE PROJECT SCOPE OF WORK. PARTIAL SUB CONTRACTOR DOCUMENT PACKAGES ARE HIGHLY DISCOURAGED.

   IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS, SPECIFICATIONS, REFERENCED STANDARDS, VERIZON STANDARDS, OR AGREEMENT TERMS AND CONDITIONS THE ARCHITECT/ ENGINEER SHALL BE CONTACTED FOR FORMAL INTERPRETATION OF THE REQUIREMENTS. THE CONTRACTOR SHALL BE DEEMED TO HAVE PROVIDED THE DETAILED AND EXTENSIVE INTERPRETATION. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECT/ ENGINEER INTERPRETATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO VERIZON.

STEEL NOTES:

1. ALL STEEL SHALL BE GALVANIZED PER ASTM A123 AND CONFORM TO THE FOLLOWING MINIMUM SPECIFICATIONS UNLESS NOTED OTHERWISE:
   ANGLE, PLATE, CHANNEL: ASTM A36
2. ALL BOLTS SHALL BE GALVANIZED PER ASTM A153 AND CONFORM TO ASTM GRADE A325 UNLESS NOTED OTHERWISE. ALL BOLTED CONNECTIONS SHALL BE EQUIPPED WITH A PROPER, AND APPROVED NUT-LOCKING DEVICE.
3. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECS AND CODES, LATEST EDITION.
4. AT HIS OWN DISCRETION, THE CONTRACTOR MAY SUBMIT DETAILED, ENGINEERED, COORDINATED AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD TO REVIEW FOR COMPLIANCE WITH DESIGN INTENT PRIOR TO THE START OF FABRICATION AND/OR ERECTION. TOWERCOM IS ABSOLVED OF ALL LIABILITY ASSOCIATED WITH THE MISINTERPRETATION OF THE CONSTRUCTION DOCUMENTS IF CONTRACTOR CHOOSES NOT TO SUBMIT SHOP DRAWINGS.
5. TORCH-CUTTING OF ANY KIND SHALL NOT BE PERMITTED.
6. ALL BOLTS SHALL BE TIGHTENED TO A "SNUG-TIGHT" CONDITION AS DEFINED IN AISC 13TH EDITION, PAGE 16.2-46, SECTION 8.1.

   THE SNUG-TIGHTENED CONDITION IS DEFINED AS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.

GENERAL NOTES:

1. NEW REGISTER VENT(S) TO BE PAINTED TO MATCH EXISTING STUCCO COLOR.
2. NEW ACCESS DOOR(S) TO BE PAINTED TO MATCH EXISTING STUCCO COLOR.

STRUCTURAL DESIGN CRITERIA:

ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2015, ASCE 7-10, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES" & ANSI TIA-222-G "STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS".

BUILDING STRUCTURES:

1. WIND LOADS: IBC 2015 §1609 & ASCE 7-10 §28.4 (SIMPLIFIED METHOD)
   VULT = 115 MPH
   OCCUPANCY CAT. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0
2. SEISMIC LOADS: IBC 2015 §1613 & ASCE 7-10 §12.14 (SIMPLIFIED METHOD)
   OCCUPANCY CAT. = II; SITE CLASS = D
   $V = \frac{F(S_{DS}W)}{R}$

   F = 1.0 (SINGLE-STORY), 1.1 (TWO STORY), 1.2 (THREE STORY)
   $S_{DS} = (2/3)\ S_{MS}$
   R = 1.5 (ORDINARY PLAIN CONCRETE SHEARWALLS),
   6.5 (LIGHT-FRAMED WALLS W/ WOOD STRUCTURAL PANELS),
   4.0 (ORDINARY REINFORCED CONCRETE SHEARWALLS)

COMMUNICATIONS STRUCTURES:

1. WIND LOADS: IBC 2015 §1609, ASCE 7-10 §29.5 & ANSI TIA-222-G
   V = 115 MPH (3-SEC. GUST)
   V = 40 MPH (¾" RADIAL ICE)
   STRUCTURE CLASS. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0
2. SEISMIC LOADS: IBC 2015 §1613, ASCE 7-10 §15.6.6 & ANSI TIA-222-G
   STRUCT. CLASS. = II; OCC. CAT. = I; SITE CLASS = D; IMPORTANCE FACTOR = 1.0
   $V = \frac{S_{DS}(W)I}{R}$ (EQUIVALENT LATERAL FORCE PROCEDURE (METHOD 1))
   $V = \frac{\sum S_{DZ}(W_Z)I}{R}$ (EQUIVALENT MODAL ANALYSIS PROCEDURE (METHOD 2))

APPROVED FOR CONSTRUCTION

DESIGNED FOR:

verizon

4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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US... RE
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EXHIBIT A

DESIGNED BY:

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RMB	JVC
1	REVISED PER SAC COMMENTS	04/08/21	DV	JVC

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:

NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:

221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:

NOTES

SAVE DATE:

4/8/2021 3:52 PM

SHEET NUMBER:

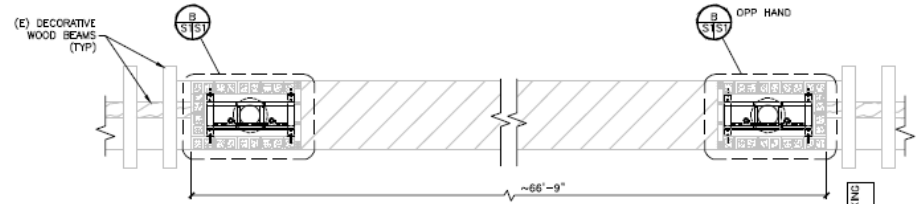
SP1

KEY:	
T.O.P. =	TOP OF PARAPET WALL
T.O.C. =	TOP OF CONCRETE
PT. =	PRESSURE TREATED

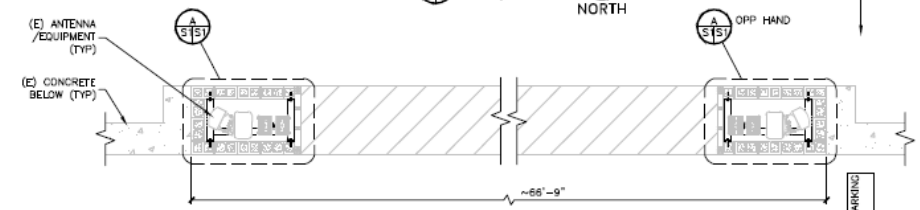
NOTE:
THIS UPGRADE APPLIES TO BOTH ANTENNA/EQUIPMENT SHROUD SHELTERS LOCATED AT THE WEST & EAST END OF EXISTING PARAPET WALL.

ABSOLUTELY NO TORCH-CUTTING OF ANY KIND SHALL BE PERMITTED FOR ANY REASON

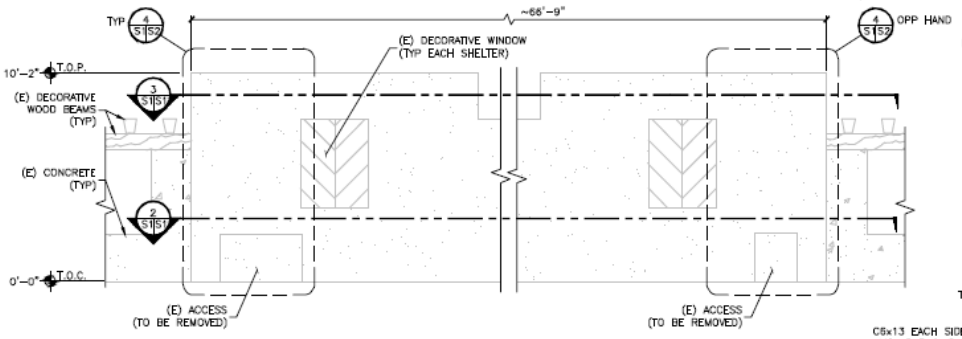
FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO FABRICATION IN ORDER TO CONFIRM PROPER FIT BASED ON EXISTING CONDITIONS



3 S1S1 TOP SECTION
SCALE: 3/16"=1'-0"

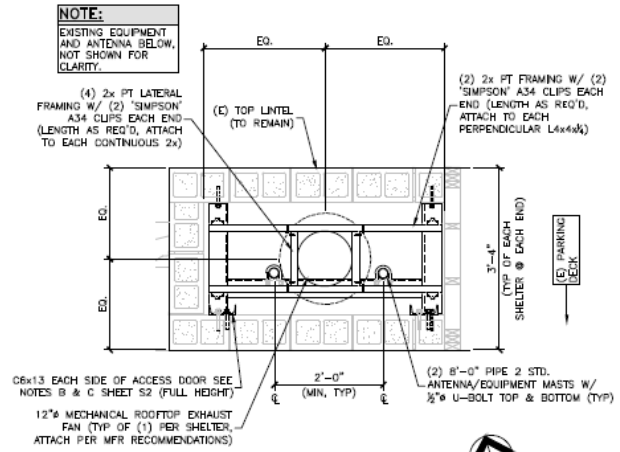


2 S1S1 BOTTOM SECTION
SCALE: 3/16"=1'-0"

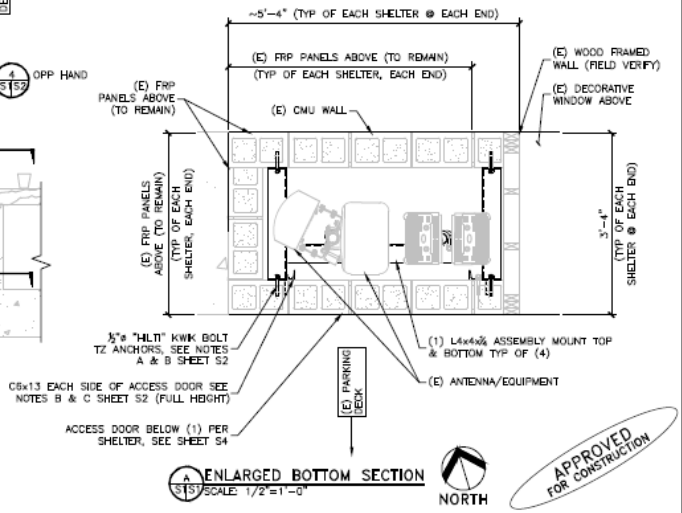


1 S1S1 EXISTING ANTENNA/EQUIPMENT SHELTER (BACK SIDE ELEVATION)
SCALE: 3/16"=1'-0"

NOTE:
EXISTING EQUIPMENT AND ANTENNA BELOW, NOT SHOWN FOR CLARITY.



B S1S1 ENLARGED TOP SECTION
SCALE: 1/2"=1'-0"



A S1S1 ENLARGED BOTTOM SECTION
SCALE: 1/2"=1'-0"

NORTH

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

DESIGNED BY:
JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RWB	JWC
1	REVISED PER SAG COMMENTS	04/08/21	DV	JWC

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
ANTENNA/EQUIPMENT SHELTER UPGRADE

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S1

NOTES:

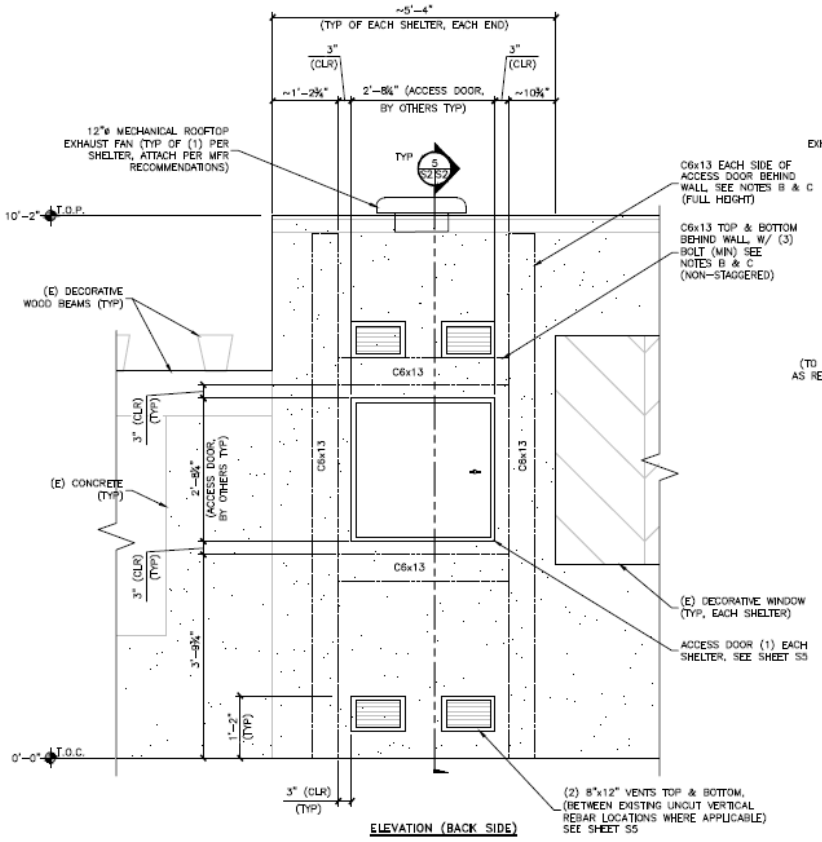
A. AT MOUNT ASSEMBLIES USE ½"ø "HILTI" KWIK BOLT TZ ANCHORS, (3¼" MIN EMBED W/ FULLY GROUTED CELLS TYP).
B. AT C6x13 USE ½"ø "HILTI" KWIK BOLT TZ ANCHORS (3¼" MIN EMBED W/ FULLY GROUTED CELLS) @ 12 "O.C. STAGGERED (U.N.O.).
C. CONTRACTOR SHALL INSTALL C6x13 PRIOR TO CUTTING CMU WALLS FOR OPENINGS.

KEY:

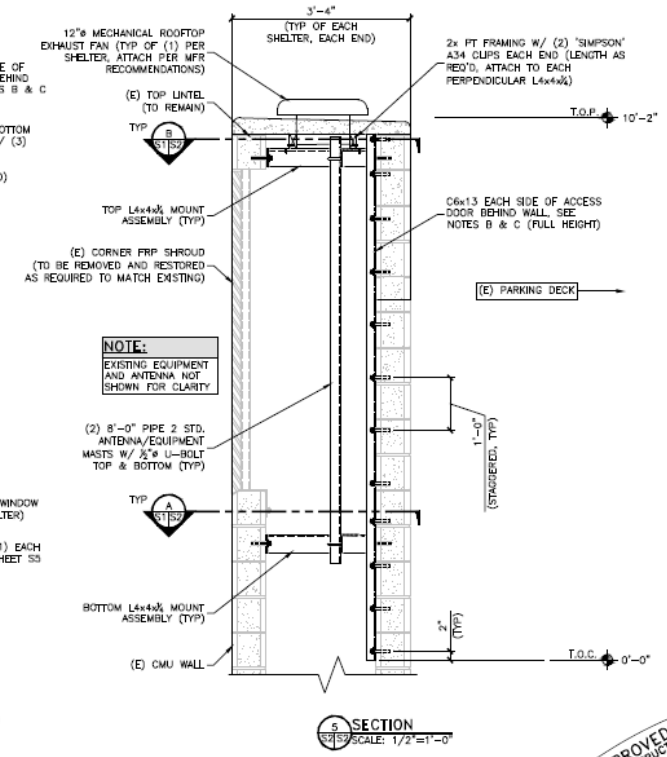
T.O.P. =	TOP OF PARAPET WALL
T.O.C. =	TOP OF CONCRETE
PT. =	PRESSURE TREATED

ABSOLUTELY NO TORCH-CUTTING OF ANY KIND SHALL BE PERMITTED FOR ANY REASON

FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO FABRICATION IN ORDER TO CONFIRM PROPER FIT BASED ON EXISTING CONDITIONS



ELEVATION (BACK SIDE)



5 S2/S3 SECTION
SCALE: 1/2"=1'-0"

4 S1/S2 NEW ANTENNA/EQUIPMENT SHELTER UPGRADE (TYP OF 2)
SCALE: 1/2"=1'-0"

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	MWB	JVC
1	REVISED PER SAQ COMMENTS	04/08/21	DSV	JVC

DESIGNED BY:

JAMES V. CHUNG NEW MEXICO 22016 PROFESSIONAL ENGINEER
4/8/21

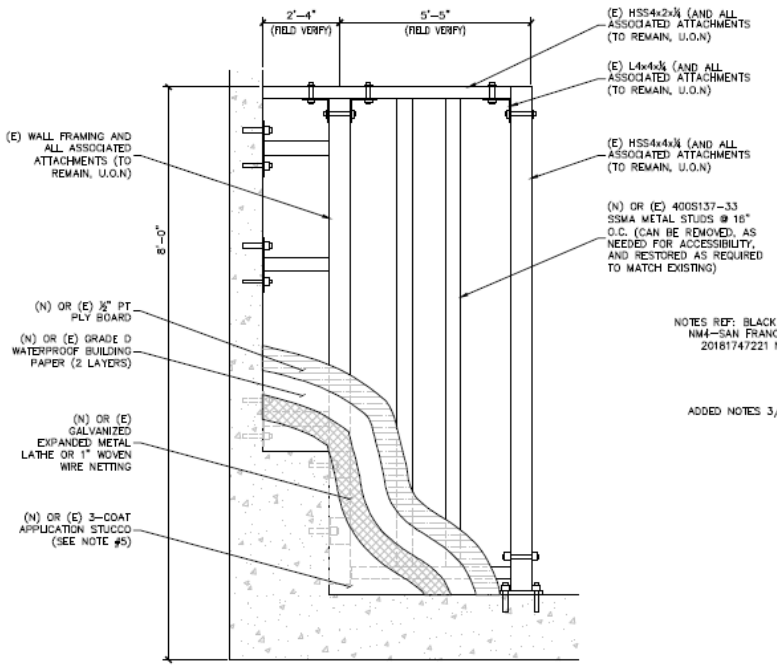
PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
MOUNT/HEADER ASSEMBLY DETAILS

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S2



SCREEN WALL FRONT ELEVATION (SCALE: NTS)
REF: BLACK & VEATCH NM4-SAN FRANCISCO VZW# 20181747221 DETAIL 1/S-2

NOTES:

1. CONTRACTOR SHALL ANCHOR PLYWOOD TO STEEL FRAME WITH ITW BUILDEX ¾-20x3" WOOD TO METAL FASTENERS (P/N: 1096000) EVENLY 12" HORIZONTALLY AND VERTICALLY.
2. CONTRACTOR SHALL INSTALL CORNER BEADS ALONG THE EDGE OF THE PROPOSED SCREEN WALL FENCE.
3. CONTRACTOR SHALL ANCHOR GALVANIZED EXPANDED METAL LATHE OR WOVEN WIRE NETTING WITH GALVANIZED STAPLES EVENLY 6" HORIZONTALLY AND VERTICALLY.
4. CONTRACTOR SHALL INSTALL CONTROL JOINTS AS REQUIRED.
5. CONTRACTOR SHALL MATCH COLOR AND TEXTURE OF PROPOSED STUCCO TO EXISTING CONDITIONS.
6. ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION. STEEL SECTIONS SHALL BE IN ACCORDANCE WITH ASTM AS INDICATED BELOW:

   W-SHAPES: ASTM A992, 50 KSI
   ANGLES, BARS, CHANNELS, PLATES: ASTM A36, 36 KSI
   HSS SECTION: ASTM 500, 46 KSI
   PIPE SECTION: ASTM A53 GR. B

7. ALL WELDING, IF CALLED OUT ON PLAN, SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED SURFACES SHALL BE TOUCHED UP.
8. CONTRACTOR SHALL FIELD VERIFY THAT THE EXISTING CONCRETE IS A MINIMUM OF 6" IN DEPTH.
9. MAINTAIN A MINIMUM OF 8" EDGE DISTANCE FROM CENTER OF ANCHOR TO NEAREST EDGE OF EXISTING CONCRETE.

NOTES REF: BLACK & VEATCH NM4-SAN FRANCISCO VZW# 20181747221 NOTES/S-2

ADDED NOTES 3/11/21 (JS)

10. CONTRACTOR SHALL REMOVE SCREEN WALL FOR ACCESS AS NEEDED ONLY.
11. SCREEN WALL SHALL BE RESTORED AS REQUIRED TO MATCH EXISTING.

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

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JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RWB	JVC
1	REVISED PER SAQ COMMENTS	04/08/21	DV	JVC

DESIGNED BY:

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
REFERENCE DETAIL AND NOTES

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S3

GRAINGER

Product Categories / Security / Door and Door Frames / Access Doors / Fire Rated Access Door, Flush Mount, Insulated

Tap image to zoom.

BABCOCK-DAVIS

Fire Rated Access Door, Flush Mount, Insulated

Item #**402H14** Mfr. Model #**BITK3232**
UNSPSC #**30171505** Catalog Page #**N/A**

Country of Origin USA. Country of Origin is subject to change.

Web Price
$547.80 / each
This item requires special shipping, additional charges may apply.

Qty 1 | Add to Cart

Shipping | Pickup

Availability
Backordered, expected to arrive by end of Apr, 2021.
Ship to 83701 | Change

Shipping Weight **44 lbs**
Ship Availability Terms

Add to List

Technical Specs

Item	Fire Rated Access Door
Flush Mount/Recessed Mount	Flush Mount
Insulated / Uninsulated	Insulated
Material	Steel
Access Door Installation	Wall or Ceiling
Door Height	32 in
Door Width	32 in

Rough Opening Height	32 1/4 in
Rough Opening Width	32 1/4 in
Closure Type	Knurled Knob/Key Operated Latch Bolt
Hinge Type	Piano
Finish	Powder Coat
Features	Exposed Flange, Fire Rated

Chat with an Agent

BABCOCK-DAVIS ACCESS DOOR
SEE: WWW.GRAINGER.COM/PRODUCT/BABCOCK-DAVIS-FIRE-RATED-ACCESS-DOOR-402H14 FOR MORE INFORMATION

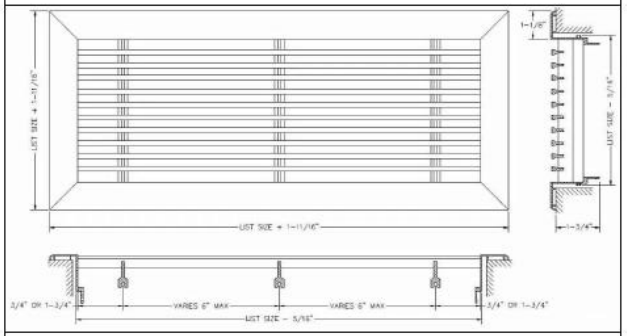
VENT COVERS UNLIMITED

FREE SHIPPING On Orders $50+ Domestic US Only

10% Off Orders $100+
Use Coupon Code "Winter"
SALE EXTENDED; Expires 3/19

Aluminum Bar Linear Return - Grille (No Damper)
SKU: DABL
$73.80 - $468.90
5.0 10 reviews | No questions

Install Location: Required
Floor Installation (Max 8" Height)
Ceiling or Wall Installation
Register Duct Size Height: Required
Choose Options
Register Duct Size Length: Required
Choose Options



WALL INSTALLATION MEASURMENTS (8"x12")
SEE: WWW.VENTCOVERSUNLIMITED.COM FOR MORE INFORMATION

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RWB	JVC
1	REVISED PER SAQ COMMENTS	04/08/21	DV	JVC

DESIGNED BY:

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
SPEC SHEETS

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S4

KEYED COMPONENT NOTES:

1	100A METER 120/208V, 1Ø, 3W.
2	100A FUSED DISCONNECT 120/208V.
3	NORTHER TECHNOLOGIES VERIZON AC PANEL WITH (24) BREAKER AND MTS 100A, 120/208V 1ø, 3 WIRE.
4	GENERATOR INTERFACE.

KEYED CONDUIT NOTES:

1	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT.
2	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT.
3	(3) #1/0 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 2" CONDUIT.
4	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT.
5	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT.
6	(4) #12 CU. THWN/THWN-2, (1) #12 CU. EGC IN MIN. 3/4" CONDUIT.

NOTES:

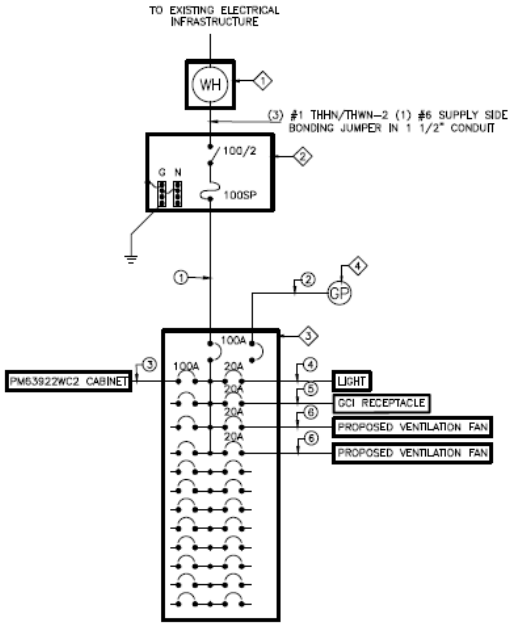
1. ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH. 40 PVC BELOW GRADE, IMC ABOVE. EMT ACCEPTABLE IN APPROVED AREAS.

PANELBOARD SCHEDULE "A" — LOCATION:BUILT INTO CABINET PANEL — PANEL ASSEMBLY RATING:22KAIC

VOLTAGE: 120/240V, 1ø, 3W | MAINS: 100A, M.C.B. | MOUNTING: SURFACE

USE AND/OR AREA SERVED	C/B	CIR NO.	LOAD øA	LOAD øB	CIR NO.	C/B	USE AND/OR AREA SERVED
PM63922W C2 CABINET	100 / 2	1	5400		2	20	LIGHT
		3	200	5,580	4	20	GFCI RECETACLE
SPACE	–	5	–	180	6	20	PROPOSED COOLING FAN
SPACE	–	7	224	–	8	20	PROPOSED COOLING FAN
SPACE	–	9	–	224	10	–	SPACE
SPACE	–	11	–	–	12	–	SPACE
SPACE	–	13	–	–	14	–	SPACE
SPACE	–	15	–	–	16	–	SPACE
SPACE	–	17	–	–	18	–	SPACE
SPACE	–	19	–	–	20	–	SPACE
SPACE	–	21	–	–	22	–	SPACE
SPACE	–	23	–	–	24	–	SPACE
SPACE	–	25	–	–	26	–	SPACE
SPACE	–	27	–	–	28	–	SPACE
SPACE	–	29	–	–	30	–	SPACE
SPACE	–	31	–	–	32	–	SPACE
SPACE	–	33	–	–	34	–	SPACE
SPACE	–	35	–	–	36	–	SPACE
SPACE	–	37	–	–	38	–	SPACE
SPACE	–	39	–	–	40	–	SPACE
SPACE	–	41	–	–	42	–	SPACE
TOTAL LOAD PER PHASE			5,824	5,784			11,608VA ÷ 208V = 55.8AMPS

PANEL SCHEDULE "A"



SINGLE LINE DIAGRAM

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

DESIGNED FOR:

verizon

4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

DESIGNED BY:

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY
A	PRELIMINARY – NOT FOR CONSTRUCTION	03/30/21	DL
0	APPROVED FOR CONSTRUCTION	03/31/21	RC
1	REVISED PER SAQ COMMENTS	04/08/21	EK
		04/08/21	DV

CHK: EK

WILLIAM KABELITZ — NEW MEXICO — EXPIRES: 12/31/2021 — PROFESSIONAL ENGINEER — 4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO

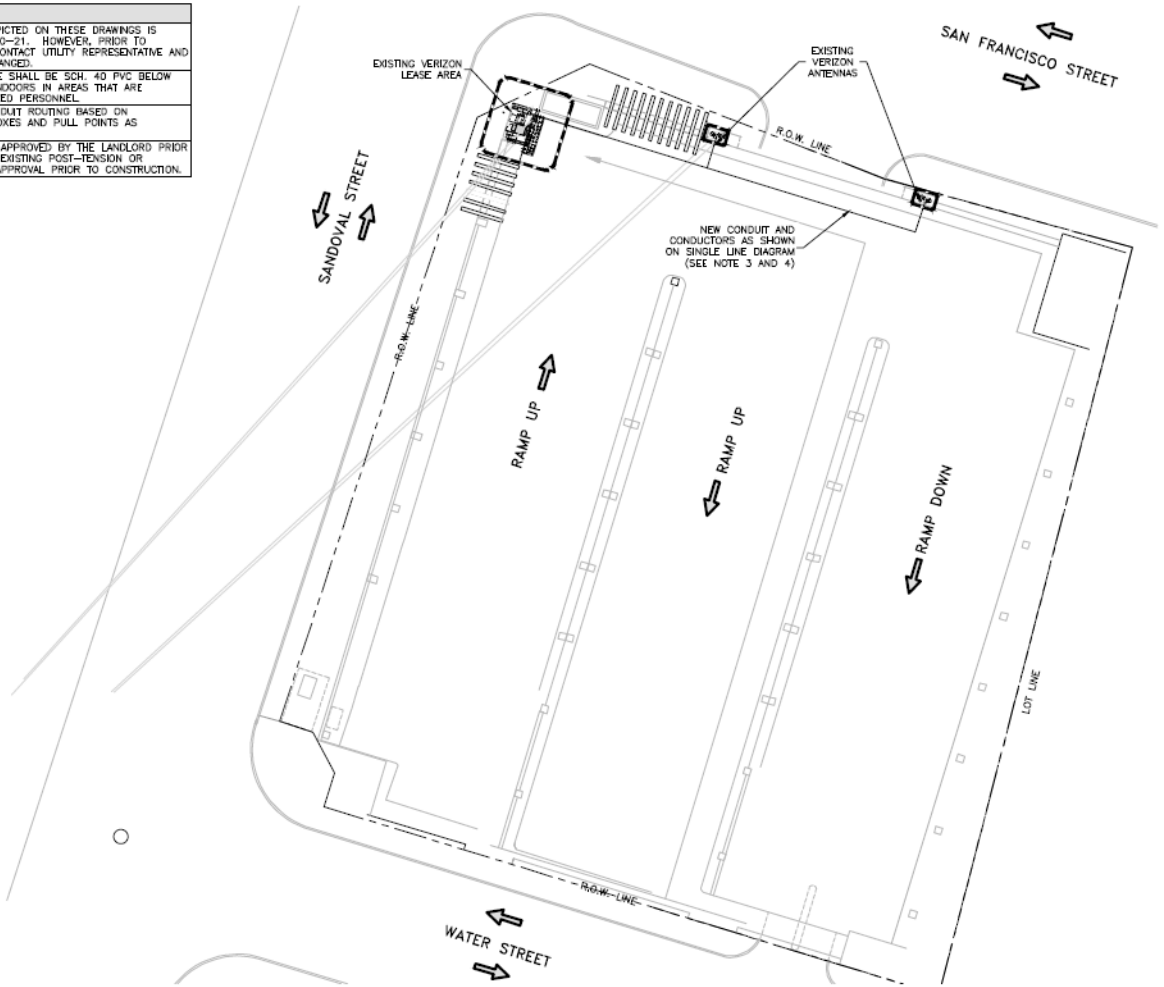
PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:
SINGLE-LINE DIAGRAM

SAVE DATE:
4/8/2021 3:42 PM

SHEET NUMBER:
E1

NOTES:	
1.	POWER COORDINATION INFORMATION DEPICTED ON THESE DRAWINGS IS ACCURATE AND COMPLETE AS OF 03-30-21. HOWEVER, PRIOR TO SUBMITTING BIDS CONTRACTOR SHALL CONTACT UTILITY REPRESENTATIVE AND VERIFY THAT CONDITIONS HAVE NOT CHANGED.
2.	ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH. 40 PVC BELOW GRADE, IMC ABOVE. EMT ACCEPTABLE INDOORS IN AREAS THAT ARE ACCESSIBLE ONLY TO LESSEE AUTHORIZED PERSONNEL.
3.	CONTRACTOR TO DETERMINE EXACT CONDUIT ROUTING BASED ON CONDITIONS ON SITE. USE JUNCTION BOXES AND PULL POINTS AS REQUIRED.
4.	FASTENING METHODS MAY NEED TO BE APPROVED BY THE LANDLORD PRIOR TO CONSTRUCTION. ANY DRILLING INTO EXISTING POST-TENSION OR PRE-STRESSED CONCRETE WILL NEED APPROVAL PRIOR TO CONSTRUCTION.



NOTICE:	
1.	CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

30'-0" 0 30'-0"
18" 6"
SCALE: 1" = 30'-0"

POWER COORDINATION SITE PLAN

NORTH

DESIGNED FOR:

verizon

4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

DESIGNED BY:

JS INFRASTRUCTURE PARTNERS

NO.	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	EK
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EK
1	REVISED PER SAQ COMMENTS	04/08/21	DV	EK

NEW MEXICO — ERIC WILLIAM KARSTETTER — 21868 — PROFESSIONAL ENGINEER — 4/8/21

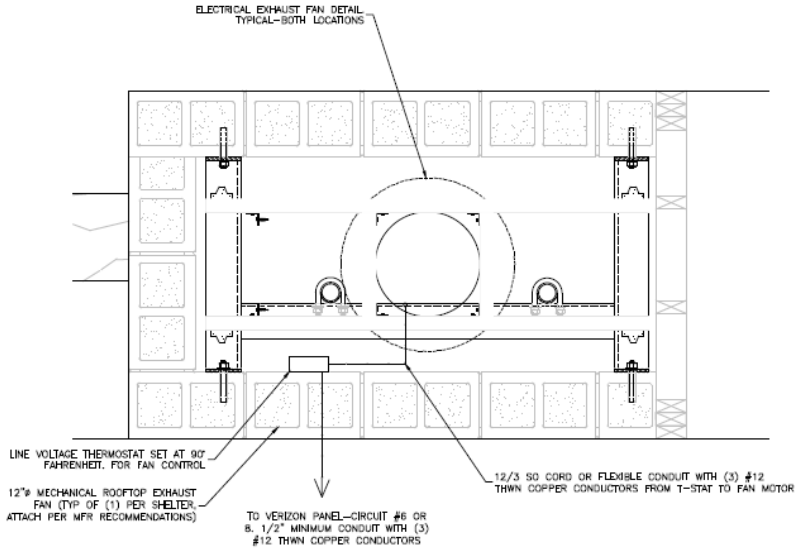
PROJECT NAME:
NM4 SAN FRANCISCO

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:
POWER COORDINATION SITE PLAN

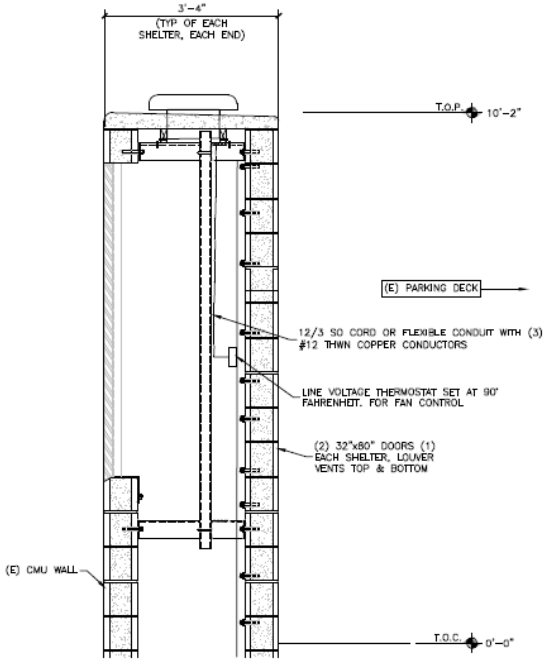
SAVE DATE:
4/8/2021 3:42 PM

SHEET NUMBER:
E2



ENLARGED TOP SECTION
SCALE: 1/2"=1'-0"

NORTH



SECTION
SCALE: 1/2"=1'-0"

ELECTRICAL DETAILS

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

NO	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	DL
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EK
1	REVISED PER SAO COMMENTS	04/08/21	DV	EK

PROJECT NAME:
NM4 SAN FRANCISCO

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:
ELECTRICAL DETAILS

SAVE DATE:
4/8/2021 3:42 PM

SHEET NUMBER:
E3

EXHIBIT B

[SEE ATTACHED TWO (2) PAGES.]

EXHIBIT B

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"VERIZON WIRELESS (VAW) LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CELLCO PARTNERSHIP" UNDER THE NAME OF "CELLCO PARTNERSHIP", A GENERAL PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 2019, AT 6:13 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019.

3341134 8100M
SR# 20198704120

Authentication: 204268022
Date: 12-20-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delawa re
Secretary of State
Division of Corporations
Delivered 06:13 PM 12/17n019
FILED 06:13 PM 12/17/2019
SR 20198704120 - FileNu mber 3341134

EXHIBIT B

CERTIFICATE OF MERGER OF VERIZON WIRELESS (VAW) LLC INTO CELLCO PARTNERSHIP

Pursuant to Title 6, Section 15-902(c) of the Delaware Revised Uniform Partnership Act and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned general partnership executed the following Certificate of Merger:

FIRST: The name of the surviving general partnership is Cellco Partnership, a Delaware general partnership, and the name of the limited liability company being merged into this surviving general partnership is Verizon Wireless (VAW) LLC, a Delaware limited liability company.

SECOND: The Agreement and Plan of Merger has been approved and executed by each of the surviving general partnership and by the merging limited liability company.

THIRD: The name of the surviving domestic general partnership is Celka Partnership.

FOURTH: The merger is to become effective on December 31, 2019.

FIFTH: The Agreement and Plan of Merger is on file at One Verizon Way, Basking Ridge, New Jersey 07920, the place of business of the surviving general partnership.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving general partnersh ip on request, and without cost, to any partner of the partnership or member of the constituent limited liability company.

SEVENTH: The Statement of Partnership Existence of Cellco Partnership shall be the Statement of Partnership Existence of the surviving general partnership.

IN WITNESS WHEREOF, said general partnership has caused this certificate to be signed by an authorized officer, on December 4• 2019.

CELLCO PARTNERSHIP

By: Karen M. Shipman
Karen M. Shipman
Assistant Secretary

[TEM fl 18-1098

Verizon ID: NM4 San Francisco

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND VERIZON WIRELESS (VAW) LLC

This LEASE AGREEMENT (Lease Agreement) is entered into this 10th day of October, 2018, by and between the CITY OF SANTA FE, N_EW MEXICO, a municipal corporation and a political subdivision of the State of New Mexico (Lessor) and VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS, a Delaware limited liability company, (Lessee) (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives the Lessee a Lease Agreement to enter on and make use of the property of the Lessor as follows:

1. PREMISES

A. Lessor leases to Lessee and Lessee leases from Lessor a certain portion of the city-owned municipal parking garage. The leased premises consist of approximately one hundred fifteen (115) square-feet of surface area on the uppermost parking lot deck, eight (8) vertical feet of air space above the existing surface of the uppermost parking lot deck, and designated space within the interior of the walls of the building structure (the City Building) (collectively, the Premises), as shown on **Exhibit A** attached hereto and incorporated herein. The Premises is located within a certain Lessor-owned parcel of land and building known as 221 W. San Francisco Street located within the municipal boundaries of the City of Santa Fe, in the County of Santa Fe, State of New Mexico (the Property), whereon Lessor owns and maintains the City Building for municipal parking purposes (the Primary Use).

B. Lessee acknowledges that the Premises is necessary to serve the Primary Use and, that to the extent the City Building or any portion thereof is used by Lessee, such use is on a secondary basis only. Notwithstanding any other provision of this Lease Agreement, the operation of Lessee's Communications Facilities shall not disturb or interfere in any material respect with the Lessor's Primary Use of the Property.

In the event that Lessor requires the Premises for its own use, Lessor may require Lessee to relocate all or a part of its Communication Facilities to a mutually acceptable location on the Property. In such event Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires use of the Premises and Lessee shall complete the relocation of its Communication Facilities within this period (the Relocation Period). If the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement in accordance with Section 16.D of this Lease Agreement.

2. EFFECTIVE DATE

This Lease Agreement shall become effective November 1, 2018 (the Effective Date).

3. PERMITTED USE

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the placement of equipment related to the transmission and reception of wireless communications and uses appurtenant thereto (the Permitted Use). In furtherance of the Permitted Use, Lessee may construct, install, maintain, repair, and operate telecommunications equipment, cabinets, wireless communications antennas, cables, and accessories (each, a Communication Facility; collectively, Communications Facilities) on the Premises as shown on

Exhibit A, and perform such other acts as are reasonably necessary to carry out the Permitted Use. The Permitted Use shall also include the right to make any like-for-like replacements and repairs to the Communications Facilities without Lessor's consent but subject to advanced written notice to Lessor. However, in event of emergency, Lessee may proceed with such like- for-like replacements and repairs after making reasonable efforts to notify Lessor.

Any modifications to the Communications Facilities, other than like-for-like replacements and repairs, shall require the Lessor's prior written consent. For any such modifications, if Lessor fails to provide written notice of either consent or denial of consent within thirty (30) days' of Lessor's receipt of such written request, the request for the modifications shall be deemed granted but shall still require prior written notice to Lessor.

B. Construction and Installation of Communications Facilities. Lessee hall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation and construction of Lessee's Communications Facilities. Following Lessor's receiptof such notification, the Parties shall schedule and conduct a meeting in person (the Pre- Construction Meeting) to coordinate any and all site access, utilities, construction, or other issues related to the installation and construction of Lessee's Communications Facilities, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted at the Property no less than ten (10) days prior to the commencement of installation and construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's Communications Facilities commence until all installation and construction issues have been addressed to Lessor's satisfaction, including Lessor's approval of Lessee's installation and construction schedule.

C. Existing Telecommunication Equipment. Lessee has installed temporary telecommunication equipment on the Property prior to the Effective Date pursuant to a License Agreement between the Parties dated August 17, 2018 (City Item# 18-0934). Lessee may continue to maintain and utilize, at Lessee's sole cost and expense, any existing, Lessee-owned temporary telecommunication equipment located on the Property on the Effective Date during the initial installation and construction of Lessee's Communication Facility. Lessee shall, within fourteen (14) days of Lessee's Communication Facility being placed into service, remove all such temporary telecommunication equipment from the Property and return the Property to the condition that existed prior to the installation of the temporary telecommunication equipment.

4. ACCESS AND UTILITIES TO THE PREMISES

A. Access. Lessor grants to Lessee nonexclusive vehicular and pedestrian access for ingress and egress over Lessor's land, including, without limitation, the Property, to the Premises from W. San Francisco Street (the Access Route), as more particularly described and shown on **Exhibit A.** Lessor, at no expense to Lessee, may from time to time change the location of the Access Route upon ninety (90) days prior written notice to Lessee; provided, such relocation shall not interfere with Lessee's ability to access the Communications Facility with motor vehicles, including trucks.

B. Utilities. Lessor grants Lessee the right to install utilities to serve the Premises on and under the Property (the Utility Route), as more particularly described and shown on **Exhibit A.** Lessor may reasonably change the location of the Utility Route upon six (6) months prior written notice to Lessee of such new Utility Route and the costs of relocating Lessee's utility shall be borne by Lessee.

5. TERM

The initial term of this Lease Agreement is five (5) years from the Effective Date (the Initial Term). Thereafter, this Lease Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term), unless Lessee pursuant to Section 21 below delivers to Lessor written notice of Lessee's intent not to automatically renew at least ninety (90) days before the end of the then current term. The Initial Term and any Renewal Terms are hereinafter referred to collectively as, the "Term".

6. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of One Thousand Seven Hundred Dollars ($1,700) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor from time to time, provided that the Parties acknowledge and agree that the initial Rent payment may not be sent until sixty (60) days after the Effective Date.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days thereafter Lessor will suffer damages that are difficult to calculate. Therefore, the Parties agree that if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply firstto any interest owed and then to any principal amount owed.

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one- half percent (2.5%) over the Rent or Holdover Rent in effect during the prior twelve-month period.

D. Lease Initiation Fee. Lessee shall pay Lessor a separate one-time fee of Five Thousand Dollars ($5,000) as additional compensation for Lessor's assent to enter into this Lease Agreement (the Lease Initiation Fee). The Lease Initiation Fee is not Rent, nor any offset to Rent or any other monies that may be owed by Lessor to Lessee, and shall be fully earned by Lessor on the Effective Date. The Lease Initiation Fee is non-refundable in whole or in part and shall be tendered to Lessor within sixty (60) days of the Effective Date.

7. MAINTENANCE

A. Lessee shall maintain its Communication Facilities so that their external appearance conforms to that which is shown in **Exhibit A,** subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace the Communications Facilities pursuant to Section 3.A above.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Premises, the Property, the Access Route and the Utility Route, to the extent caused by Lessee's: (i) construction, operation, maintenance, or other use of the Lessee's Communication Facilities; or (ii) negligence or willful misconduct. Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Premises, the Property, the Access Route and the Utility Route, to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused

by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee.

F. Lessor covenants that it will keep the Property in good repair as necessary to support Lessee's Communications Facilities and as required by all federal, state and local laws.

8. UTILITIES

Lessee shall bear sole and full responsibility for all utilities related to its use of the Premises. Lessee, at its sole cost and expense, shall secure, install and maintain separately metered utilities from any public utility company for its uses at the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A.** Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by Lease Agreement or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

9. HOLDOVER & HOLDOVER RENT

A. Subject to Section 10.B, Lessee's right to possess the Premises, and to use the Access Route and the Utility Route, shall immediately terminate at the end of the final Renewal Term as described in Section 5 or upon termination of this Lease Agreement, unless the Parties are then currently negotiating in good faith to enter into a new Lease Agreement for the Premises.

B. If Lessee fails to remove its Communications Facilities and restore the Property and Premises to Lessor in accordance with Section 10.B, then this Lease Agreement shall continue in full force and effect (the Holdover Period) except that: (i) the Term shall then be month-to- month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's Communication Facilities brought onto the Premises and the Property by Lessee constitute Lessee's personal property and Lessee may, in Lessee's sole discretion, remove any part of its Communications Facilities at any time during the Term or the removal period set forth herein in any way that does not damage the Premises, the Property, the Access Route or the Utility Route.

B. Notwithstanding anything in this Lease Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Lease Agreement, Lessee shall remove all of its above-ground improvements and will, to the reasonable satisfaction of Lessor, restore the Premises to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of all footings, foundations and concrete installed at the Premises to a depth of two (2) feet below grade.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this Section shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Lease Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent (as applicable) until Lessee has completed all requirements of this Section 10 to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that existing as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11.A, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.

B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Lessee's Communication Facilities, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents ($1,000,000.00) each accident/disease/policy limit; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount of Two Million Dollars and No Cents ($2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds as their interest may appear under this Agreement. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Upon receipt of notice from its insurer(s) Lessee will provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. **TAXES**

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or otherwise imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax if the Lessor promptly invoices the Lessee for reimbursing the amount of such tax actually payable by Lessor; provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest. Lessee shall be solely responsible for the timely payment of such taxes, if any, and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, the Access Route or the Utility Route.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes previously paid

by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. ASSIGNMENT & SUBLEASING

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Lease Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Lease Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section 14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

(i) any change of stock ownership, partnership interest, or complete control of Lessee; or

(ii) transfer upon partnership or corporate dissolution of Lessee; or

(iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which Lease Agreement may be Sold, Assigned, or Transferred. Lessor acknowledges and agrees that this Lease Agreement may in whole be sold, assigned or transferred by Lessee without any approval o consent of Lessor to:

(i) Lessee's principal or to any f the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or

(ii) any entity which acquires fi y percent (50%) or more of Lessee's assets in the market defined by the Federal Communicat ons Commission (FCC) in which the Premises is located by reason of a merger, acquisition or , ther business reorganization.

E. Inter-com an Roamin A ree ents. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. DEFAULT & RIGHT TO CURE

A. The Parties deem the following as a default by Lessee and a breach of this Lease Agreement:

(i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or

(ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially

commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Lease Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Lease Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Lease Agreement if the performance remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Lease Agreement terminated.

16. TERMINATION

A. Termination by Lessee. Lessee may terminate this Lease Agreement:

(i) upon thirty (30) days written notice to Lessor if, prior to Lessee's initial installation of the Communication Facilities, Lessee either: (a) obtains unacceptable results of any tests, or (b) determines that the Premises is inappropriate or unnecessary for Lessee's business; or

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Communications Facilities or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(iii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Lease Agreement beyond all applicable cure periods; or

(iv) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Lease Agreement pursuant to Section 16.A(iv), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent for the then current five-year Term.

Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Lease Agreement if:

(i) Lessee fails to cure any monetary breach of this Lease Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful interference with Lessor's equipment pursuant to Section 11.A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Lease Agreement beyond all applicable notice and cure periods.

D. Termination by Either Party. Pursuant to Section l.B of this Lease Agreement, if the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement by delivering written notice of such termination to the other Party and this Lease Agreement shall terminate thirty (30) days after receipt of such notice.

E. Upon termination of this Lease Agreement, Lessee shall comply with the removal and restoration provisions herein.

17. CONDEMNATION

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for Lessee's Communication Facilities, Lessee may termination this Lease Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. CASUALTY

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Premises, the Property, the Access Route or the Utility Route, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Communication Facilities or Premises is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Premises, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent (if applicable) and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. WARRANTIES

The Parties warrant as follows:

A. Compliance with Laws. Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Lease Agreement; and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Premises, the Property, the Access Route or the Utility Route, except as specifically provided for pursuant to this Lease Agreement.

20. ENVIRONMENTAL

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, the Access Route or the Utility Route. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B. Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, the Access Route or the Utility Route, to the extent caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party.

C. The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, Access Route, or Utility Route before the date of this Lease Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Lease Agreement.

21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor
City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:
City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

Either Party may change its notice addresses in this Section written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22. **WAIVER OF LIENS**

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

23. **BANKRUPTCY**

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Lease Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Lease Agreement is and shall be treated for all purposes and considered for all intents as an "unexpired lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

B. Any person or entity, to which this Lease Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. **TECHNICAL STANDARDS**

Lessee agrees that the physical installation and operation of its Communication Facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. **MEMORANDUM OF LEASE**

Lessee or Lessor may record a "Memorandum of Lease" in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa

Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Lease Agreement for examination does not constitute an offer to lease the Premises and this Lease Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Lease Agreement and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Lease Agreement and those of any exhibits attached hereto, the words of this Lease Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Lease Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor-authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Lease Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Lease Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publically disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Lease Agreement.

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Premises, the Property, the Access Route and the Utility Route, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B. Lessee is solely responsible for complying with the City of Santa Fe Municipal Code and for payment of all governmental fees.

C. Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Communications Facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents. To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered

including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Lease Agreement. In no event shall such indemnification obligations under this Lease Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or it's elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, the Property, the Access Route or the Utility Route, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Communication Facilities, except to the extent such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its partto be performed or complied with; and

(v) Any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Premises. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Premises or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel selected by Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement. Nothing in this Lease Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance

with this Lease Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. MISCELLANEOUS

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Lease Agreement.

C. Survival. Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive, whether or not specifically required in any Section or provision of this Lease Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Lease Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Lease Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

F. Choice of Laws and Venue. This Lease Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Lease Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Lease Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Lease Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Lease Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Lease Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Lease Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This Lease Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Lease Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Lease Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request.

L. Successors. This Lease Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease Agreement.

0. 47 U.S.C. § 1455(a) Inapplicable to this Lease Agreement. The Parties acknowledge and agree that Lessor grants this Lease Agreement in its proprietary capacity as land owner of the Premises, the Property, the Access Route and the Utility Route. The Parties further acknowledge and agree that the provisions of 47 U.S.C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630, 126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Lease Agreement.

P. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego

such due diligence necessary to determine the condition and suitability of the Premises and Property.

Q. No Partnership. This Lease Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be effective as of the Effective Date specified herein.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA VIGIL, CITY CLERK
Y. 10/10/18

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTC

BUS.UNIT/LINE ITEM: 5150.460350

LESSEE:
VERIZON WIRELESS (VAW) LLC
d/b/a VERIZON WIRELESS

~~Desmond Jackir.~~ DIRECTOR
NETWORK - FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 4 day of OCTOBER 2018, by ~~Clifton Casey, Executive~~ Director – Network Field Engineering, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware corporation.

NOTARY PUBLIC

My Commission Expires: 06/01/2021
(SEAL)

Notary Public State of Arizona
Maricopa County
Bryan Rudd
My Commission Expires 06/01/2021

EXHIBIT A

[SEE ATTACHED SHEETS]

verizon

NM4 - SAN FRANCISCO
VZW PROJECT #: 20181747221
ASSESSOR'S PARCEL NO. 993-05-471
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
SANTA FE COUNTY
EXISTING 30'-0" BUILDING
OVERALL HEIGHT: 30'-0" A.G.L.
NSB

ENGINEERING

2012 INTERNATIONAL BUILDING CODE OR LATEST EDITION
2014 NATIONAL ELECTRICAL CODE
TIA-222-G OR LATEST EDITION

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT FOR VERIZON WIRELESS TELECOMMUNICATIONS NETWORK. THE SCOPE WILL CONSIST OF THE FOLLOWING:

ROOFTOP WORK:
- PROPOSED (3) PANEL ANTENNA
- PROPOSED (6) RRU/BTF RUNO HEADS (TRMA)
- PROPOSED (3) SVP UNITS
- PROPOSED (3) HYBRID FLEX CABLES
- PROPOSED (6) DIPLEXERS

GROUND WORK:
- PROPOSED (2) SVP UNITS
- PROPOSED (1) OUTDOOR CABINET
- PROPOSED (1) SERVICE DISCONNECT
- PROPOSED (1) METER
- PROPOSED (1) TELCO CABINET
- PROPOSED (1) POWER DISTRIBUTION INTERFACE
- PROPOSED (1) H-FRAME

SITE INFORMATION

PROPERTY OWNER, ADDRESS:	CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-909
BUILDING OWNER:	CITY OF SANTA FE
SITE CONTACT:	JACKSON ANDERSON (505) 690-5675
LATITUDE (NAD 83):	35° 41' 15.04" N
LONGITUDE (NAD 83):	105° 56' 29.57" W
GROUND ELEVATION:	6913.66' AMSL
JURISDICTION:	CITY OF SANTA FE
ZONING:	TYPE 3 – HISTORIC ZONED/PUBLIC HEARING
PARCEL #:	993-05-471
COUNTY:	SANTA FE
OCCUPANCY GROUP:	–
CONSTRUCTION TYPE:	–
POWER COMPANY:	PNM
TELEPHONE COMPANY:	–

PROJECT TEAM

PROJECT MANAGER
VERIZON WIRELESS
4521 ELEANOR NE
ALBUQUERQUE, NM 87111
CONTACT: DAN LYONS
PHONE: (480) 752-7277
EMAIL: dan.lyons@verizonwireless.com

ENGINEER
BLACK & VEATCH CORPORATION
8965 S EASTERN AVE, SUITE 325
LAS VEGAS, NV 89123
CONTACT: VICTOR HUNGERFORD
PHONE: (913) 458-1028
EMAIL: HungerfordVE@bv.com

SITE ACQUISITION/ZONING
BLACK & VEATCH CORPORATION
422 LIVE OAK CT. NE
ALBUQUERQUE, NM 87122
CONTACT: AMY ADKISSON
PHONE: (913) 458-8771
EMAIL: tahlonsites@bv.com

LOCATION MAPS

VICINITY MAP

LOCAL MAP

NO SCALE

DRIVING DIRECTIONS

DRIVING DIRECTIONS FROM VERIZON OFFICE

1) HEAD NORTH ON ELEANOR BOULEVARD NORTHEAST, GO 0.2 MI, 2) TURN LEFT ONTO SPAIN ROAD NORTHEAST, GO 1.8 MI, 3) TURN RIGHT ONTO WYOMING BOULEVARD NORTHEAST, GO 0.5 MI, 4) TURN LEFT ONTO ACADEMY ROAD NORTH (EAST), GO 1.8 MI, 5) TURN RIGHT ONTO SAN MATEO BOULEVARD NORTH (EAST), GO 0.5 MI, 6) TURN RIGHT ONTO PAN AMERICAN FRONTAGE ROAD, GO 0.1 MI, 7) KEEP LEFT ONTO I-25 NORTH RAMP, GO 0.1 MI, 8) MERGE ONTO I-25 NORTH, GO 50 MI, 9) TAKE EXIT 282B FOR US-285 NORTH/US-84 WEST, GO 0.9 MI, 10) CONTINUE ON US-285 NORTH/US-84 WEST, GO 2.7 MI, 11) TURN RIGHT ONTO CORRILLOS ROAD, GO 0.5 MI, 12) KEEP LEFT ONTO SANDOVAL STREET, GO 0.2 MI, 13) TURN RIGHT ONTO WEST SAN FRANCISCO STREET, GO 0.1 MI, 14) SITE WILL BE ON THE RIGHT.

ISSUED FOR PERMIT
NOT TO BE USED FOR CONSTRUCTION

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

VERIZON PM _____ DATE: _____
SITE ACQ MANAGER _____ DATE: _____
PROPERTY OWNER _____ DATE: _____

DRAWING INDEX

SHEET NO.	SHEET TITLE	REV
T1	INDEX SHEET	0
SP1	LEGEND & ABBREVIATIONS	0
SP2	GENERAL CONSTRUCTION NOTES	0
SP3	GENERAL ELECTRICAL NOTES	0
C1	SITE PLAN	0
C2	ENLARGED SITE PLAN	0
C3	ELEVATIONS	0
C4	PROPOSED ANTENNA LAYOUT & SCHEDULE	0
C5	EQUIPMENT DETAILS	0
C6	EQUIPMENT DETAILS	0
C7	SITE DETAILS	0
C8	EQUIPMENT DETAILS	0
E1	ELECTRICAL PLAN & ELECTRICAL EQUIPMENT LAYOUT	0
E2	ELECTRICAL AC ONE-LINE & SCHEDULE	0
E3	ELECTRICAL DC ONE-LINE & SCHEDULE	0
E4	GROUNDING ONE-LINE & NOTES	0
E5	GROUNDING DETAILS	0

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

UNDERGROUND SERVICE ALERT
UTILITIES PROTECTION CENTER, INC.
811
48 HOURS BEFORE YOU DIG

verizon
4521 ELEANOR NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH
BLACK & VEATCH CORPORATION
8965 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197850
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/15/18	ISSUED FOR PERMIT
A	08/30/18	PER CD

BING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/22/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DRAWING.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
INDEX SHEET

SHEET NUMBER
T1

LEGEND

EXOTHERMIC CONNECTION
MECHANICAL CONNECTION
CHEMICAL ELECTROLYTE GROUNDING SYSTEM
TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
EXOTHERMIC WITH INSPECTION SLEEVE
GROUNDING BAR
GROUND ROD
TEST GROUND ROD WITH INSPECTION SLEEVE
SINGLE POLE SWITCH
DUPLEX RECEPTACLE
DUPLEX GFCI RECEPTACLE
FLUORESCENT LIGHTING FIXTURE (3) TWO LAMPS 48-T8
SMOKE DETECTION (SD)
EMERGENCY LIGHTING (EC)
SECURITY LIGHT W/PHOTOCELL LITHONIA ALVP LED-1-25MSE/SIL-SRM-120-PE-DDBTS2
CHAIN LINK FENCE
WOOD FENCE
WROUGHT IRON FENCE
WALL STRUCTURE
LEASE AREA
PROPERTY LINE
SETBACKS
ICE BRIDGE
CABLE TRAY
UNDERGROUND POWER — UGP
UNDERGROUND TELCO — UGT
ABOVE GROUND POWER — AGP
ABOVE GROUND TELCO — AGT
ABOVE GROUND TELCO & POWER — AGT/P
UNDERGROUND TELCO & POWER — UGT/P
WORK POINT — W.P.
SECTION REFERENCE — S1 / S-1
DETAIL REFERENCE — D1 / S-1
ELEVATION REFERENCE — E1 / S-1

ABBREVIATIONS

AB	ANCHOR BOLT
ABV	ABOVE
AC	ALTERNATING CURRENT
ADDL	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AGL	ABOVE GRADE LEVEL
AIC	AMPERAGE INTERRUPTION CAPACITY
ALUM	ALUMINUM
ALT	ALTERNATE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ANT	ANTENNA
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BATT	BATTERY
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BTC	BARE TINNED COPPER CONDUCTOR
BOF	BOTTOM OF FOOTING
CAB	CABINET
CANT	CANTILEVERED
CBC	CALIFORNIA ELECTRIC CODE
CHG	CHARGING
CLG	CEILING
CLR	CLEAR
COL	COLUMN
CONN	CONNECTION
CONC	CONCRETE
CONSTR	CONSTRUCTION
CPEG	CELL REFERENCE GROUND BAR
DBL	DOUBLE
DC	DIRECT CURRENT
DEPT	DEPARTMENT
DF	DOUGLAS FIR
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DWG	DRAWING
DWL	DOWEL
(E)	EXISTING
EA	EACH
EC	ELECTRICAL CONDUCTOR
EL	ELEVATION
ELEC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
EMBED	EMBEDDED
ENG	ENGINEER
EQ	EQUAL
EW	EACH WAY
EXP	EXPANSION
EXT	EXTERIOR
FAB	FABRICATION
FF	FINISH FLOOR
FG	FINISH GRADE
FIF	FACILITY INTERFACE FRAME
FIN	FINISH(ED)
FLR	FLOOR
FDN	FOUNDATION
FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FOW	FACE OF WALL
FS	FINISH SURFACE
FT	FOOT
FTG	FOOTING
GA	GAUGE
GALV	GALVANIZED
GEN	GENERATOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GLB	GLUE LAMINATED BEAM
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
GSM	GLOBAL SYSTEM FOR MOBILE
HDR	HEADER
HGR	HANGER
HVAC	HEAT/VENTILATION/AIR CONDITIONING
HT	HEIGHT
IGR	INTERIOR GROUND RING
IGC	INSULATED CABLE ENGINEERS ASSOCIATION
IN	INCH
INT	INTERIOR
LB(S)	POUND(S)
LF	LINEAR FEET
LTE	LONG TERM EVOLUTION
MAS	MASONRY
(MAX)	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
MTS	MANUAL TRANSFER SWITCH
MW	MICROWAVE
N	NORTH
NEC	NATIONAL ELECTRIC CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC(F)	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
OPNG	OPENING
P	PROPOSED
PVC	PRECAST CONCRETE
PCS	PERSONAL COMMUNICATION SERVICES
PCU	PRIMARY CONTROL UNIT
PLCS	PLACES
PRC	PRIMARY RADIO CABINET
PP	POLARIZING PRESERVING
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PWR	POWER CABINET
QTY	QUANTITY
RAD	RADIUS
RECT	RECTIFIER
REF	REFERENCE
REINF	REINFORCEMENT
REQ'D	REQUIRED
RET	REMOTE ELECTRIC TILT
RF	RADIO FREQUENCY
RFDS	RADIO FREQUENCY DATA SHEET
RMC	RIGID METALLIC CONDUIT
RRH	REMOTE RADIO HEAD
RRU	REMOTE RADIO UNIT
RWY	RACEWAY
SCH	SCHEDULE
SHT	SHEET
SMD	SMART INTEGRATED DEVICE
SIM	SIMILAR
SMR	SITE MODIFICATION REPORT
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
TEMP	TEMPORARY
THK	THICKNESS
TMA	TOWER MOUNTED AMPLIFIER
TN	TOE NAIL
TSA	TOP OF ANTENNA
TOC	TOP OF CURB
TOF	TOP OF FOUNDATION
TOP	TOP OF PLATE (PARAPET)
TOS	TOP OF STEEL
TOW	TOP OF WALL
TVSS	TRANSIENT VOLTAGE SUPPRESSION SYSTEM
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS LABORATORY
UNO	UNLESS NOTED OTHERWISE
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
UPS	UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
VIF	VERIFIED IN FIELD
W	WIDE
W/	WITH
WD	WOOD
W.P.	WORK POINT
WP	WEATHERPROOF
WT	WEIGHT

verizon

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BLACK & VEATCH

BLACK & VEATCH CORPORATION
8400 S EASTERN AVENUE, SUITE 325,
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PROJECT NO:	197834
DRAWN BY:	PBG
CHECKED BY:	MB

REV	DATE	DESCRIPTION
C	06/26/18	ISSUED FOR PERMIT
B	06/13/18	PER ITS

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
LEGEND AND ABBREVIATIONS

SHEET NUMBER
SP1

GENERAL CONSTRUCTION NOTES

GENERAL CONSTRUCTION

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   GENERAL CONTRACTOR – OWNLAND CONTRACTING INC. (GAW)
   CONTRACTOR, (CONSTRUCTION)
   OWNER – VERIZON
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND VERIZON PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THOSE PLANS ARE INTENDED TO BE A DIAGRAMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE, THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT NEEDS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAVING FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK INDIVIDUALLY COMPLETED AS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OR 1-A:10-BC AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE (BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEERS, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND SEEDED/SOD TO PREVENT EROSION.
25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 85 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL NECESSARY RUBBISH, STUMPS, LOGS, STONES, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL SPECIFIED, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY VERIZON TECHNICIANS.
34. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
35. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST VERIZON GROUNDING STANDARD
36. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
40. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

ANTENNA MOUNTING

41. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
42. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
43. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
44. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
45. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
46. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
47. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED
48. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN ±3° AS DEFINED BY THE SMP. ANTENNA DOWNTILTS SHALL BE WITHIN ±1° AS DEFINED BY THE SMP.
49. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S ON EACH SECTOR.
50. CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO VERIZON.
51. TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
52. ANTENNAS SHALL HAVE A 2'-0" MIN COVER TO CENTER HORIZONTAL SEPARATION.

TORQUE REQUIREMENTS FOR RF COMPONENT CONNECTIONS (NON-STRUCTURAL)

53. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
54. ALL RF CONNECTIONS, GROUNDING HARDWARE, AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
   A. RF CONNECTORS BOTH SIDES OF THE CONNECTOR.
   B. GROUNDING AND ANTENNA HARDWARE ON THE HOT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
55. ALL DIN ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
56. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).
57. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
58. ALL DIN TYPE CONNECTORS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 – 29.8 NM).
59. ALL 4.1/9 TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 – 2.3 NM).

FIBER & POWER CABLE MOUNTING

60. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY, WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN OPEN DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 480 VOLT CABLES AND THE WATER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (40) SIXTY FEET AND SOLIDLY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
61. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION: WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (5) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING WITH TC (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.
62. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

COAXIAL CABLE NOTES

63. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
64. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
65. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION.
66. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 8'-0".
67. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
68. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
69. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH VERIZON STANDARDS.

GENERAL CABLE & EQUIPMENT NOTES

68. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAS, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
69. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
70. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
71. ALL OUTDOOR RF CONNECTIONS/CONNECTORS SHALL BE WEATHERPROOFED, EXCEPT THE HOT CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL RUBBING IS NOT ALLOWED.
72. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
   A. TEMPERATURE SHALL BE ABOVE 50° F.
   B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
   C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
   D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.
73. ALL CABLES SHALL BE GROUNDED WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
   A. GROUNDING AT THE ANTENNA LEVEL.
   B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.
   C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
   D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
   E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
74. ALL PROPOSED GROUND BAR BONDLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR BONDLEADS A MINIMUM DISTANCE OF 6"-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.
75. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONFIGURATION IS THE CORRECT MAKE AND MODELS PRIOR TO INSTALLATION.
76. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
77. ANTENNA CONTRACTOR SHALL FURNISH AND INSTALL A 10'-0" T-BOOM SECTOR ANTENNA MOUNT, IF APPLICABLE, INCLUDING ALL HARDWARE.

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BLACK & VEATCH

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PROJECT NO:	197258
DRAWN BY:	PSD
CHECKED BY:	MB

0	08/16/18	ISSUED FOR PERMIT
A	09/19/18	WIRE CO
REV	DATE	DESCRIPTION

KING J. LIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
9/20/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NM4 – SAN FRANCISCO
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NSB

SHEET TITLE
GENERAL CONSTRUCTION NOTES

SHEET NUMBER
SP2

GENERAL ELECTRICAL NOTES

PART 1 – GENERAL

1.1 GENERAL CONDITIONS:

A. CONTRACTOR SHALL INSPECT THE EXISTING SITE CONDITIONS PRIOR TO SUBMITTING BID, ANY QUESTIONS ARISING DURING THIS SITE VISITING IN REGARDS TO THE CONTRACTORS FUNCTIONS, THE SCOPE OF WORK OR ANY UNSEEN ISSUES RELATED TO THE PROJECT SHALL BE BROUGHT UP DURING THE SITE VISITING WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.

B. THE CONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL DEPOSITS, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION PERFORMANCE FOR THE WORK UNDER THIS SECTION.

C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS SPECIFIED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWING SHALL NOT BE SCALED TO DETERMINE DIMENSIONS.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

A. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES. CONDUIT BENDS SHALL BE THE RADIUS BEND FOR THE TRADE SIZE OF CONDUIT IN COMPLIANCE WITH THE LATEST EDITIONS OF NEC.

1.3 REFERENCES:

A. THE PUBLICATIONS LISTED BELOW ARE PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST EDITION AND AMENDMENT LISTED AS OF THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS OTHERWISE NOTED. EXCEPT AS MODIFIED BY N.M. REQUIREMENTS SPECIFIED HEREIN OR THE DETAILS OF THE DRAWINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISION OF THESE PUBLICATIONS.

1. AMSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
2. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
3. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)
4. NEMA (NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION)
5. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
6. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
7. UL (UNDERWRITER'S LABORATORIES, INC.)

1.4 SCOPE OF WORK:

A. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL AND ASSOCIATED SERVICES REQUIRED TO COMPLETE REQUIRED CONSTRUCTION AND BE OPERATIONAL.

B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING, AND REMOVAL OF EXCESS DIRT.

D. THE CONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.

E. THE CONTRACTOR SHALL PREPARE A COMPLETE SET OF AS-BUILT DRAWINGS, DOCUMENT ALL WIRING EQUIPMENT CONDITIONS, AND CHANGES WHILE CONSTRUCTING THE CONTRACT. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED AT COMPLETION OF THIS PROJECT.

PART 2 – PRODUCTS

2.1 GENERAL:

A. ALL MATERIALS AND EQUIPMENT SHALL BE UL LISTED, NEW, AND FREE FROM DEFECTS.

B. ALL ITEMS OF MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.

C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.

D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED. CLOSED OR MINIMUM VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PER THE GOVERNING JURISDICTION.

2.2 MATERIALS AND EQUIPMENT.

A. CONDUIT:

1. RIGID METAL CONDUIT (RMC) SHALL BE HOT-DIPPED GALVANIZED INSIDE AND OUTSIDE INCLUDING ENDS AND THREADS AND CHARACTERIZED BY LACQUERED FINISH IN ADDITION TO GALVANIZED
2. LIQUIDTIGHT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED.
3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION AND CONCRETE TIGHT TYPE. GROUNDING BUSHINGS WITH INSULATED THROATS SHALL BE INSTALLED ON ALL CONDUIT TERMINATIONS.
4. NONMETALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC. INSTALL USING SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

B. CONDUCTORS AND CABLE:

1. CONDUCTORS AND CABLE SHALL BE FLAME-RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC, SINGLE CONDUCTOR, COPPER, TYPE THWN/THWN-2, 600 VOLT, SIZE AS INDICATED, #10 AWG SHALL BE THE MINIMUM SIZE CONDUCTOR USED.
2. #10 AWG AND SMALLER CONDUCTOR SHALL BE SOLID OR STRANDED AND #8 AWG AND LARGER CONDUCTORS SHALL BE STRANDED.
3. SO-CALLED COMPRESSION-TYPE CONNECTORS SHALL BE USED FOR TERMINATION OF ALL STRANDED CONDUCTORS.
4. STRAIN-RELIEF SUPPORTS GRIPS SHALL BE HUBBELL KELLEMS OR APPROVED EQUAL. CABLES SHALL BE SUPPORTED IN ACCORDANCE WITH THE NEC AND CABLE MANUFACTURER'S RECOMMENDATIONS.
5. ALL CONDUCTORS SHALL BE TAGGED AT BOTH ENDS OF THE CONDUCTOR, AT ALL PULL BOXES, J-BOXES, EQUIPMENT AND CABINETS AND SHALL BE IDENTIFIED WITH APPROVED PLASTIC TAGS (BRADY CRAFT, BRADY, OR APPROVED EQUAL).

C. DISCONNECT SWITCHES:

1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, QUICK-MAKE, QUICK-BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCK WITH COVER IN CLOSED POSITION, RATING AS INDICATED, UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE-D OR ENGINEERED APPROVED EQUAL.

D. CHEMICAL ELECTROLYTIC GROUNDING SYSTEM:

1. INSTALL CHEMICAL GROUNDING AS REQUIRED. THE SYSTEM SHALL BE ELECTROLYTIC MAINTENANCE FREE ELECTRODE CONSISTING OF RODS WITH A MINIMUM #2 AWG CU EXOTHERMALLY WELDED ENDS, PROTECTIVE BOXES, AND BACKFILL MATERIAL. MANUFACTURER SHALL BE LYNCOLE XIT GROUNDING ROD TYPES XG-1/TXG OR XGL-1/TXGS (1) LENGTH AS REQUIRED.
2. GROUND ACCESS BOX SHALL BE A POLYPLASTIC BOX FOR NON-TRAFFIC APPLICATIONS, INCLUDING BOLT DOWN FLUSH COVER WITH "GROUNDING" HOLES, MT MODEL #18-22. ALL DISCONNECT SWITCHES AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED LAMICOID NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS ID NUMBERING, AND THE ELECTRICAL POWER SOURCE.
3. BACKFILL MATERIAL SHALL BE LYNCOLE AND LYNCOLE GROUNDING GRAVEL.

E. SYSTEM GROUNDING:

1. ALL GROUNDING COMPONENTS SHALL BE TINNED AND GROUNDING CONDUCTOR SHALL BE #2 AWG BARE, SOLID, TINNED, COPPER ABOVE GRADE GROUNDING CONDUCTORS SHALL BE INSULATED WHERE NOTED
2. GROUNDING RODS SHALL BE BARE, TINNED, KNURLED COPPER BARS OF RECTANGULAR CROSS SECTION. STANDARD SIZE RODS WERE NOTED, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD. ALL GROUNDING RODS SHALL BE IDENTIFIED WITH MINIMUM 3/4" LETTERS BY MAY OF STENCILING OR DOMINATION PLATE.
3. CONNECTORS SHALL BE HIGH-CONDUCTIVITY, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTIONS FOR THE MATERIALS USED. USE TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS. INTERNAL CONNECTIONS USE TWO-HOLE COMPRESSION LUGS WITH INSPECTION WINDOW AND CLEAR HEAT SHRINK.
4. EXOTHERMIC WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.
5. GROUND RODS SHALL BE 5/8INCH .COPPER-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER SHEATH, MOLTEN WELDED TO CORE, 5/8"X10'-0". ALL GROUNDING RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES
6. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS IN COMPLIANCE WITH THE VERIZON SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTOR SHALL BE BONDED AT ALL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.

F. OTHER MATERIALS:

1. THE CONTRACTOR SHALL PROVIDE DEVICE MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.
2. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.

G. PANELS AND LOAD CENTERS:

1. ALL PANEL BREAKERS SHALL BE TYPE-RATED.

PART 3 – EXECUTION

3.1 GENERAL:

A. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABOR AND WORKMANSHIP:

A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE INSTALLED BY EXPERIENCED WORKERS, IN A NEAT AND WORKMAN-LIKE MANNER.

B. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.

C. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT/ENCLOSURES, ALL LABELS AND ANY DEBRIS, CRACKS OR CARTONS AND LEAVE THE INSTALLATION FINISHED AND READY FOR OPERATION.

3.3 COORDINATION:

A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PROVIDE UNNECESSARY DELAYS IN THE TOTAL WORK.

3.4 INSTALLATION:

A. CONDUIT:

1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4 INCH TRADE SIZE.
2. PROVIDE RIGID PVC SCHEDULE 80 CONDUITS FOR ALL RISERS, RMC OTHERWISE NOTED. EMT MAY BE INSTALLED FOR EXTERIOR CONDUITS RISERS NOT SUBJECT TO PHYSICAL DAMAGE.
3. INSTALL SCH. 40 PVC CONDUIT WITH A MINIMUM COVER OF 24" UNDER ROADWAYS, PARKING LOTS, STREETS, AND ALLEYS. CONDUIT SHALL HAVE A MINIMUM COVER OF 18" IN ALL OTHER NON-TRAFFIC APPLICATIONS (REFER TO 2008 NEC, TABLE 300.5).
4. USE GALVANIZED FLEXIBLE STEEL CONDUIT WHERE DIRECT CONNECTION TO EQUIPMENT WITH MOVEMENT VIBRATION, OR FOR EASE OF MAINTENANCE, AND LENGTH NOT EXCEEDING 6 METER. CONDUIT FOR OUTDOOR APPLICATIONS, INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL POINTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORTS TO ALLOW FOR EXPANSION AND CONTRACTION.
5. A RUN OF CONDUIT BETWEEN BOXES OR EQUIPMENT SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF THREE QUARTER-BENDS. CONDUIT BEND SHALL BE MADE WITH THE UL LISTED BENDER OR FACTORY #10 DEGREE ELBOWS MAY BE USED.
6. FIELD FABRICATED CONDUITS SHALL BE CUT SQUARE WITH A CONDUIT CUTTING TOOL AND REAMED TO PROVIDE A SMOOTH INSIDE SURFACE.
7. PROVIDE INSULATED GROUNDING BUSHING FOR ALL CONDUITS.
8. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL CONDUITS DURING CONSTRUCTION. TEMPORARY OPENINGS IN THE CONDUIT SYSTEM SHALL BE PLUGGED OR CAPPED TO PREVENT ENTRANCE OF MOISTURE OR FOREIGN MATTER. CONTRACTOR SHALL REPLACE ANY CONDUITS CONTAINING FOREIGN MATERIALS THAT CANNOT BE REMOVED.
9. ALL CONDUITS SHALL BE ENDURED CLEAN BY PULLING AN APPROPRIATE SIZE MANDREL THROUGH THE CONDUIT BEFORE INSTALLATION OF CONDUCTORS OR CABLES. CONDUIT SHALL BE FREE OF DIRT AND DEBRIS.
10. INSTALL PULL STRINGS IN ALL CLEAN EMPTY CONDUITS. IDENTIFY PULL STRINGS AT EACH END.
11. INSTALL 6" MINIMUM VISIBLE AND DETECTABLE TAPE 12" ABOVE ALL UNDERGROUND CONDUITS AND CONDUCTORS.
12. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO ENSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.
13. PROVIDE CORE DRILLING AS NECESSARY FOR PENETRATIONS TO ALLOW FOR RACEWAYS AND CABLES TO BE ROUTED THROUGH THE BUILDING. DO NOT PENETRATE STRUCTURAL MEMBERS. SLEEVES AND/OR PENETRATIONS IN FIRE RATED CONSTRUCTION SHALL BE EFFECTIVELY SEALED WITH FIRE RATED MATERIAL. PENETRATIONS SHALL PREVENT PASSAGE OF WATER, SMOKE, FIRE, AND FUMES. ALL MATERIAL SHALL BE UL APPROVED FOR THIS PURPOSE

B. CONDUCTORS AND CABLE:

1. ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS:

DESCRIPTION	208/240/120, VOLT SYSTEMS
PHASE A	BLACK
PHASE B	RED
PHASE C	BLUE
NEUTRAL	WHITE
GROUNDING	GREEN

2. SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAY CONDUITS APPROVED FOR THIS PURPOSES.
3. PULLING LUBRICANTS SHALL BE UL APPROVED. CONTRACTOR SHALL USE NYLON OR HEMP ROPE FOR PULLING CONDUCTOR OR CABLES INTO THE CONDUIT.
4. CABLES SHALL BE NEATLY TRAINED, WITHOUT INTERLACING, AND BE OF SUFFICIENT LENGTH IN ALL BOXES & EQUIPMENT TO PERMIT MAKING A NEAT ARRANGEMENT. CABLES SHALL BE SECURED IN A MANNER TO AVOID TENSION ON CONDUCTORS OR TERMINALS. CONDUCTORS SHALL BE PROTECTED FROM MECHANICAL INJURY AND MOISTURE. SHARP BENDS WHEN CONDUIT ENTRANCE IS PROHIBITED. DAMAGED CABLES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

C. DISCONNECT SWITCHES:

1. INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.

D. GROUNDING:

1. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
2. ALL GROUNDING CONDUCTORS SHALL PROVIDE A STRAIGHT DOWNWARD PATH TO GROUND WITH BENDING RADII AS REQUIRED. GROUNDING CONDUCTORS SHALL NOT BE LOOPED OR SHARPLY BENT. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO ENSURE TRANSIENT VOLTAGE SURGE.
3. TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL 10 ASSURE PERMANENT AND EFFECTIVE GROUNDING.
4. CONTRACTOR SHALL VERIFY THE LOCATIONS OF GROUNDING "IE-in-POINTS TO THE EXISTING GROUNDING SYSTEM. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
5. ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTOR HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
6. APPLY CORROSION-RESISTANCE FINISH TO FIELD CONNECTIONS AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DISTURBED. USE KOPR-SHIELD ANTI-CORROSION COMPOUND ON ALL COMPRESSION GROUNDING CONNECTORS.
7. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
8. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE 6 AWG GROUNDING CONDUCTOR TO A GROUND BUS.
9. DIRECT BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 30" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE, USE THE DEEPER OF THE TWO DISTANCES.
10. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT.
11. THE INSTALLATION OF CHEMICAL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. ETCHING SEALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.
12. IF, IF CGAR OR THE ICE BRIDGE IS WIDER THAN 8 FT. FROM THE CENTER LINE OF THE TOWER, A SECOND GROUND LOOP WILL BE ADDED AT THE END OF THE ICE BRIDGE. TO GROUND THE CGAR SHALL GROUNDING KITS AND IN-LINE ARRESTORS
13. CONTRACTOR SHALL REPAIR, AND/OR REPLACE, EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE.

3.5 ACCEPTANCE TESTING:

A. CERTIFIED PERSONNEL USING CERTIFIED EQUIPMENT SHALL PERFORM REQUIRED TESTS AND SUBMIT WRITTEN TEST REPORTS UPON COMPLETION.

B. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NON-COMPLYING ITEMS SHALL BE REMOVED FROM THE PROJECT SITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER NOTIFY OF NOTICE FOR NON-COMPLIANCE.

C. TEST PROCEDURES:

1. ALL ELECTRICAL WIRE AND CABLES TESTED AFTER INSTALLATION, BEFORE CONNECTION TO DEVICES AND EQUIPMENT SHALL TEST FREE FROM SHORT CIRCUITS AND GROUNDS. ELECTRIC SHALL BE MEGGER TESTED USING 1000V DC. PROVIDE WRITTEN DOCUMENTATION FOR ALL TEST RESULTS.
2. PRIOR TO ENERGIZING EQUIPMENT, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS. SUBMIT A REPORT OF EVERYBELOW AND MINIMUM VOLTAGES
4. PERFORM GROUNDING TEST TO MEASURE GROUNDING RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 3-POINT "FALL-OF-POTENTIAL METHOD. PROVIDE PLOTTED TEST VALUES AND LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OVER 5 OHMS.

verizon

4021 GIBRAR NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8300 S EASTERN AVENUE, SUITE 220,
LAS VEGAS, NV 89123

PROJECT NO.	197004
DRAWN BY:	PSD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/06/16	ISSUED FOR PERMIT
A	05/02/16	WORK SET

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

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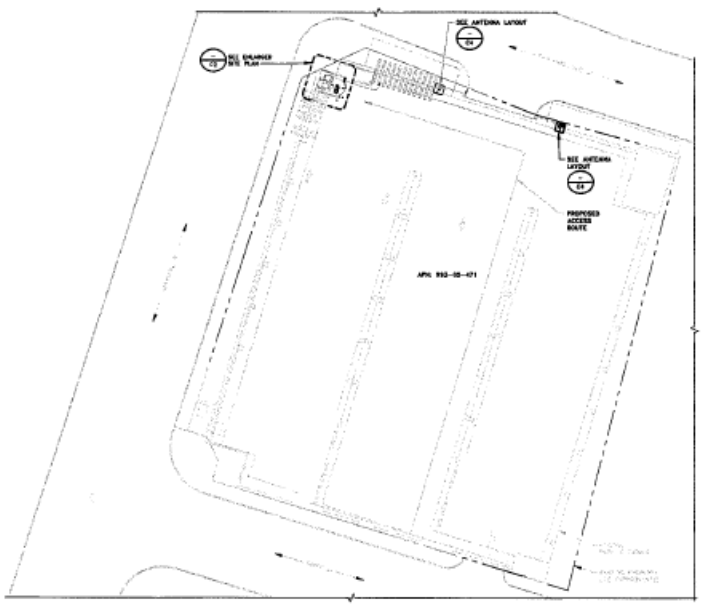
NM4 – SAN FRANCISCO
VZW #: 201811747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
GENERAL ELECTRICAL NOTES

SHEET NUMBER
SP3

NOTES

1. THIS IS NOT A SURVEY. SITE PLAN BASED ON INFORMATION FROM EXISTING DRAWINGS AND SITE VISITS.
2. PROPERTY LINES ARE APPROXIMATIONS ONLY.



SITE PLAN

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8995 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197858
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/24/18	ISSUED FOR PERMIT
A	08/02/18	90% CD

RYAN J LAND
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

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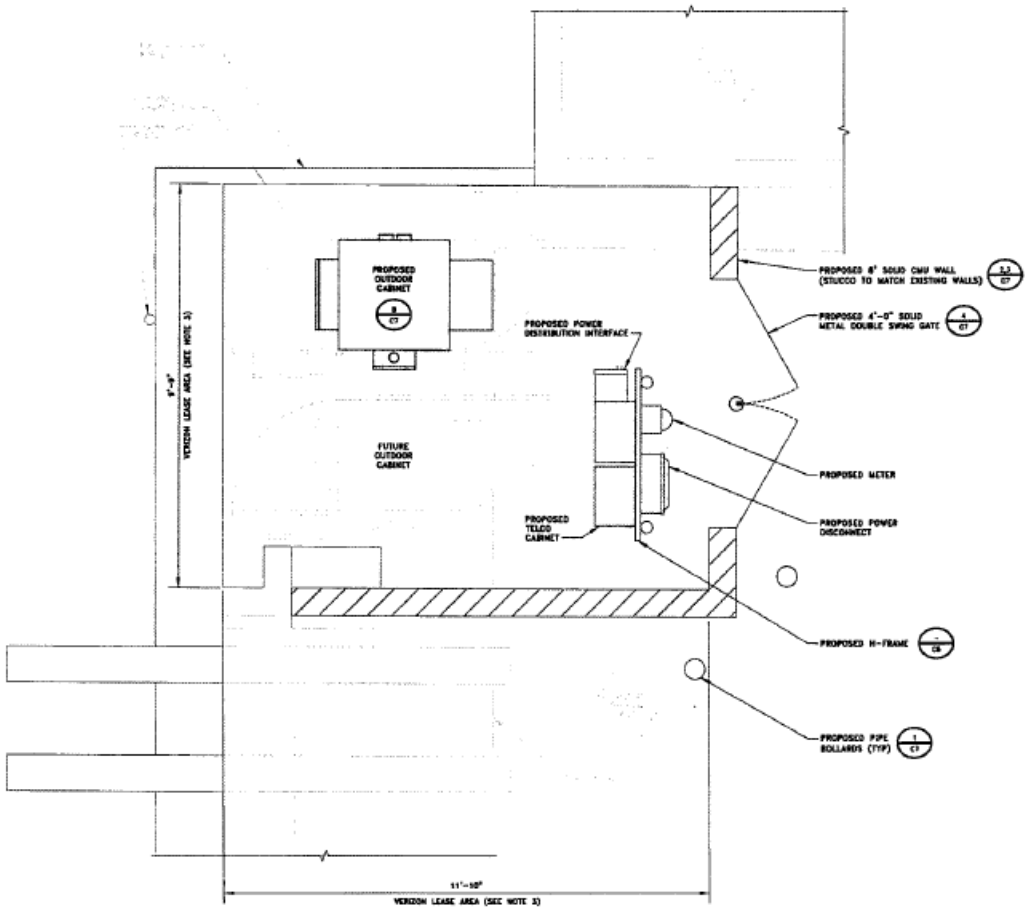
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
SITE PLAN

SHEET NUMBER
C1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA & MOUNTS OMITTED FOR CLARITY.
3. VERIZON LEASE AREA: 115.3 SQ. FT.



ENLARGED SITE PLAN

3/4"=1'-0"

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4821 CUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8995 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO	197658
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/2018

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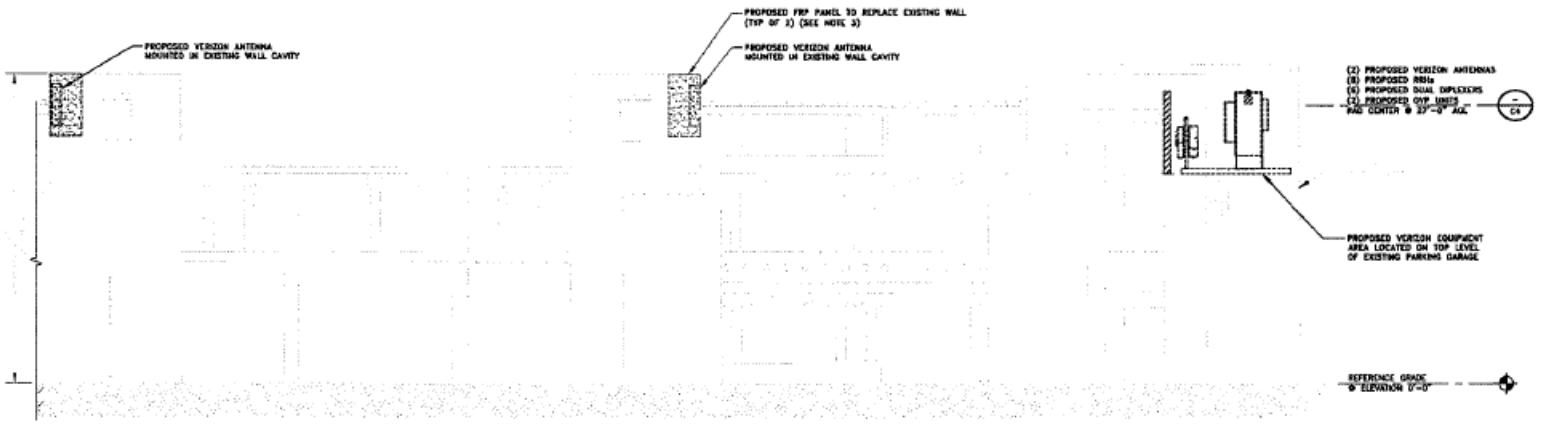
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C2

NOTES

1. THE EXISTING BUILDING IS CURRENTLY BEING ANALYZED BY OTHERS TO DETERMINE ITS STRUCTURAL CAPACITY TO CARRY THE PROPOSED NEW COAX AND ANTENNAS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE STRUCTURAL ANALYSIS WILL SHOW THAT THE BUILDING HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE COAX AND ANTENNAS SHALL NOT COMMENCE UNTIL AN APPROVED STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR VERIZON WIRELESS, AND HAS BEEN REVIEWED BY BLACK & VEATCH.
2. ALL PROPOSED EQUIPMENT TO BE PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".
3. PROPOSED 6'x3' FRP PANEL PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".



PROPOSED SITE ELEVATION (LOOKING SOUTH)

8' 4' 2' 0 5' 10'
3/16"=1'-0"

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8955 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197858
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/28/18	ISSUED FOR PERMIT
A	06/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

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NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ELEVATIONS

SHEET NUMBER
C3

NOTE TO CONTRACTOR

1. CONTRACTOR IS TO REFER TO VERIZON'S MOST CURRENT SMR PRIOR TO CONSTRUCTION.

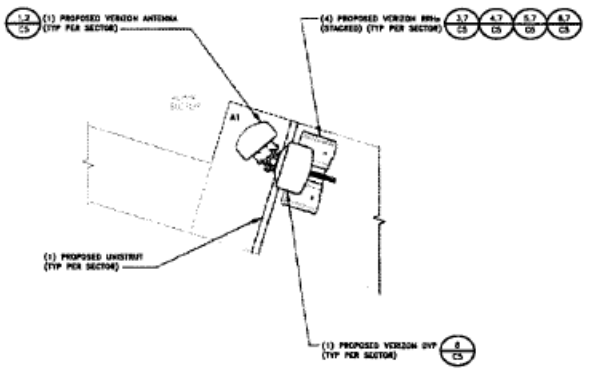
PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS (VERIFY WITH CURRENT SMR)

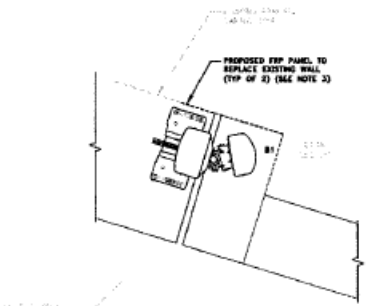
SECTOR	BAND CLASS	ANTENNA MODEL	AZIMUTH	RAD CENTER	OVP	COAX TYPE (HYBRID FLEX-AWS)	TMA/DIPLEXER	RRH MODEL
A1	LTE	ANDREW SBNHH-1D65A	320°	27'-0"	(2) PROPOSED 12 PORT OVP	(2) 6X12 HYBRID FLEX (PROPOSED)	(2) DUAL DIPLEXER KIT-FDA3PS002-1C-DL (1) DUAL DIPLEXER FDJES02004-S	(1) ALU RRH4X30-B13 (1) NOKIA RRH4X40-85 (1) ALU RRH4X30-B25 (1) ALU RRH4X45-066
B1	LTE	ANDREW SBNHH-1D65A	80°	27'-0"			(2) DUAL DIPLEXER KIT-FDA3PS002-1C-DL (1) DUAL DIPLEXER FDJES02004-S	(1) ALU RRH4X30-B13 (1) NOKIA RRH4X40-85 (1) ALU RRH4X30-B25 (1) ALU RRH4X45-066

PROPOSED ANTENNA AND TRANSMISSION CABLE SCHEDULE — NO SCALE — 1

NOTES

1. INSTALLATION OF THE PROPOSED EQUIPMENT ON THE MOUNT SHALL NOT COMMENCE UNTIL AN APPROVED MOUNT ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR VERIZON WIRELESS, AND HAS BEEN REVIEWED BY BLACK & VEATCH.
2. ALL PROPOSED EQUIPMENT TO BE PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".
3. PROPOSED 6'X3' FRP PANEL PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".





PROPOSED ANTENNA LAYOUT — NO SCALE — 2

verizon

4021 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8985 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197838
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/2018

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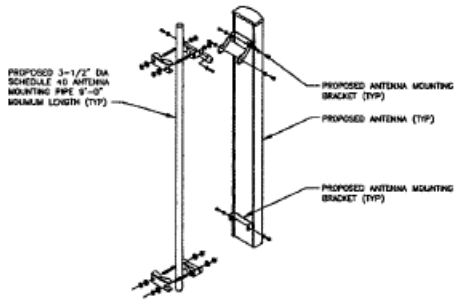
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ANTENNA LAYOUT

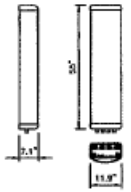
SHEET NUMBER
C4



ANTENNA MOUNTING DETAIL | NO SCALE | 1

ANDREW SBNHH-1D65A

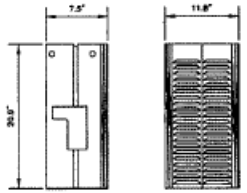
WIDTH:	11.9" (301 mm)
DEPTH:	7.1" (181 mm)
HEIGHT:	55" (1396 mm)
TOTAL WEIGHT (WITHOUT BRACKETS):	33.5 lbs (15.2 kg)
CONNECTOR:	7/16 DIN FEMALE x 6



ANTENNA SPECIFICATIONS | NO SCALE | 2

ALCATEL-LUCENT B13 RRH4X30-700

DIMENSIONS, WxDxH:	11.8"x7.5"x20.9" (300x190x530mm)
WEIGHT, WITHOUT MOUNTING KIT:	55.6 lbs (25.2 kg)



RRH SPECIFICATIONS (700 MHz) | NO SCALE | 3

NOKIA RRH4X40-850

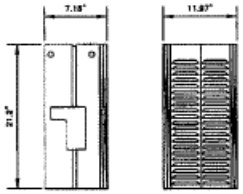
DIMENSIONS, WxDxH:	11.8"x7.3"x16.5" (320x185x420mm)
WEIGHT, WITHOUT MOUNTING KIT:	40 lbs (18 kg)

PENDING UPDATED SPECIFICATIONS

RRH SPECIFICATIONS (850 MHz) | NO SCALE | 4

ALCATEL-LUCENT B25 RRH4X30-1900

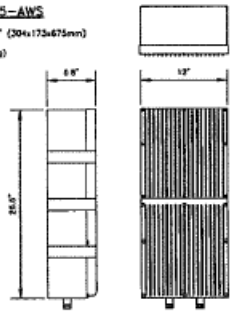
DIMENSIONS, WxDxH:	11.97"x7.18"x21.2" (304x182x539mm)
WEIGHT, WITHOUT MOUNTING KIT:	52.9 lbs (24 kg)



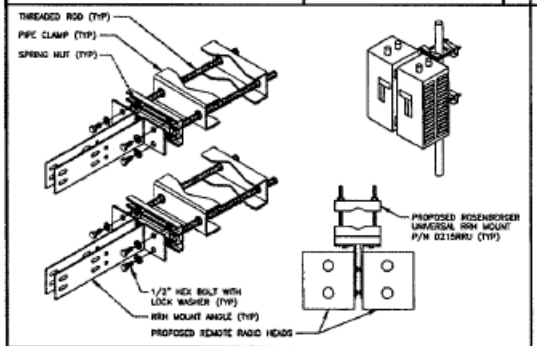
RRH SPECIFICATIONS (1900 MHz) | NO SCALE | 5

ALCATEL-LUCENT B66A RRH4X45-AWS

DIMENSIONS, WxDxH:	12"x6.8"x26.8" (304x173x675mm)
WEIGHT, WITHOUT MOUNTING KIT:	64 lbs (29 kg)



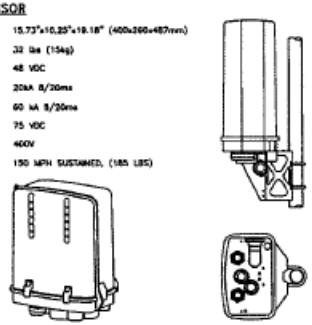
RRH SPECIFICATIONS (2100 MHz) | NO SCALE | 6



UNIVERSAL RRH MOUNT DETAIL | NO SCALE | 7

OVP SURGE SUPPRESSOR

DIMENSIONS, WxDxH:	15.73"x10.25"x19.18" (400x260x487mm)
WEIGHT:	32 lbs (15kg)
NOMINAL OPERATING VOLTAGE:	48 VDC
NOMINAL DISCHARGE CURRENT:	20kA 8/20ms
MAX. SURGE CURRENT:	60 kA 8/20ms
MAX. CONT. OPERATING VOLTAGE:	75 VDC
VOLTAGE PROTECTION RATING:	400V
WIND LOADING:	150 MPH SUSTAINED, (185 LBS)



MAIN OVP BOX CONNECTION DETAIL | NO SCALE | 8

NOT USED | NO SCALE | 9

verizon

4821 ELGHAK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8955 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197856
DRAWN BY:	PSD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/28/18	ISSUED FOR PERMIT
A	08/23/18	RFR CD

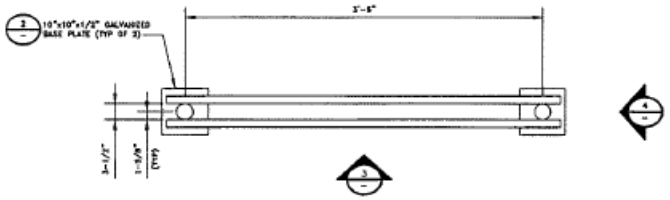
PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/24/2018

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

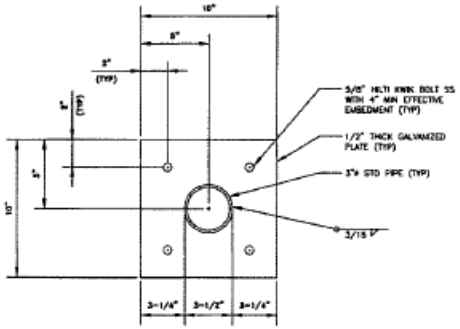
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

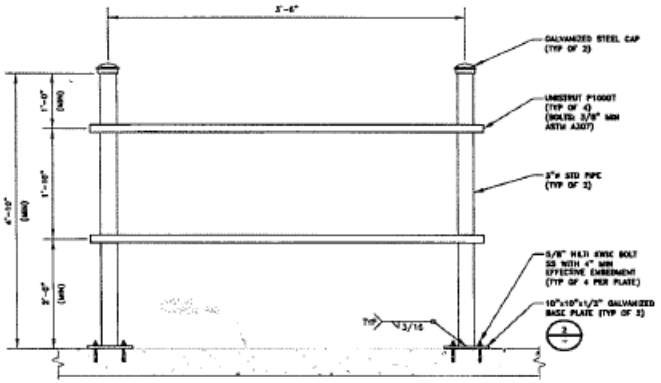
SHEET NUMBER
C5



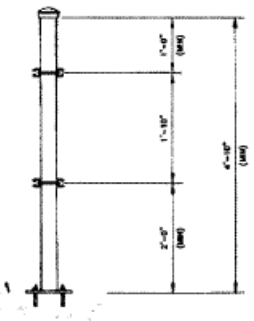
H-FRAME PLAN DETAIL | NO SCALE | 1



H-FRAME BASE PLATE DETAIL | NO SCALE | 2



H-FRAME ELEVATION DETAIL | NO SCALE | 3



H-FRAME SIDE ELEVATION DETAIL | NO SCALE | 4

verizon

4821 ELISANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8955 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO	197856
DRAWN BY	PBD
CHECKED BY	MB

REV	DATE	DESCRIPTION
0	06/29/18	ISSUED FOR PERMIT
A	06/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
6/29/2018

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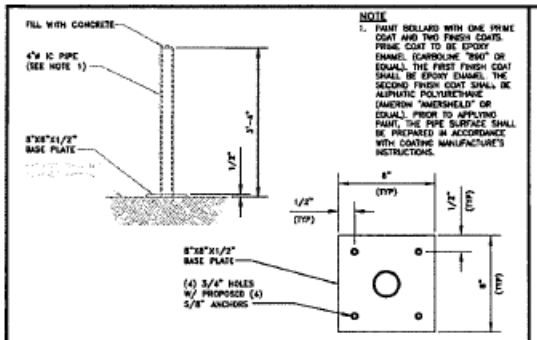
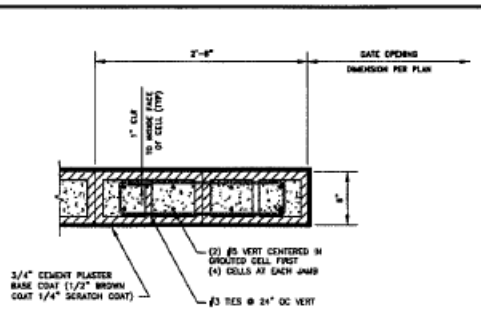
NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

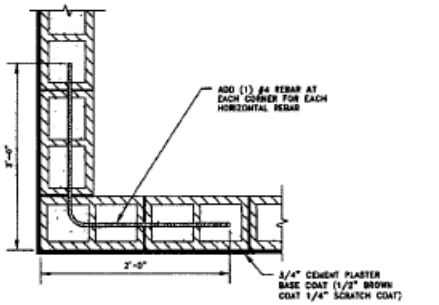
SHEET NUMBER
C6



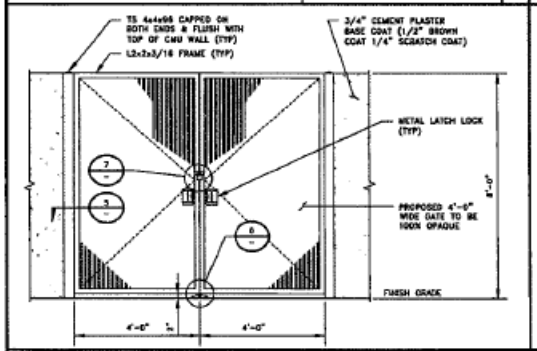
BOLLARD DETAIL | NO SCALE | 1



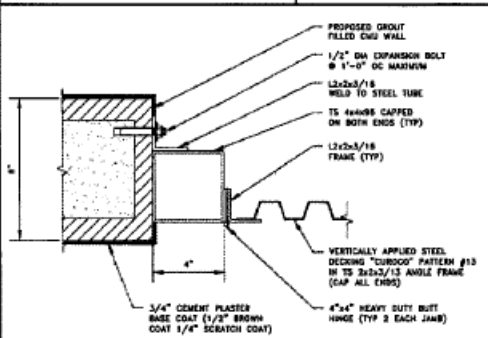
CMU JAMB AT GATE DETAIL | NO SCALE | 2



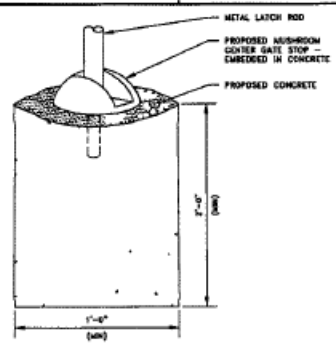
CMU FENCE CORNER DETAIL | NO SCALE | 3



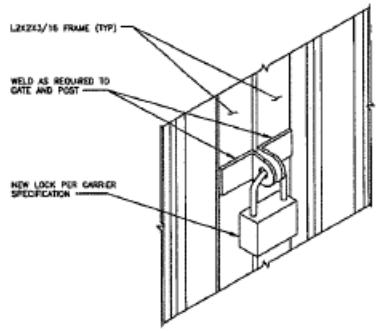
ACCESS GATE TO CMU ENCLOSURE | NO SCALE | 4



GATE JAMB AT CMU WALL | NO SCALE | 5



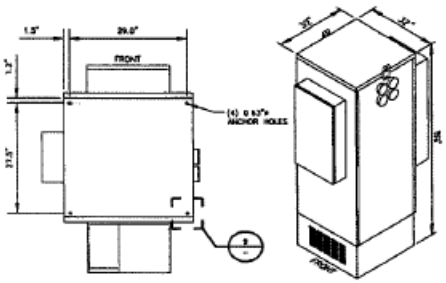
MUSHROOM CENTER GATE STOP | NO SCALE | 6



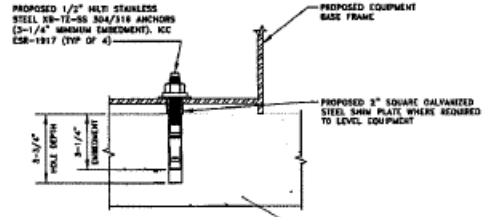
LATCH DETAIL | NO SCALE | 7

CHARLES UNIVERSAL BROADBAND PM63922WC2

DIMENSIONS, HxWxD: 80"x32"x32"
WEIGHT: 670 lbs



CABINET DETAIL | NO SCALE | 8



CONCRETE ANCHOR DETAIL | NO SCALE | 9

verizon

4021 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8065 S. EASTERN AVENUE, SUITE 325.
LAS VEGAS, NV 89123

PROJECT NO:	197856
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

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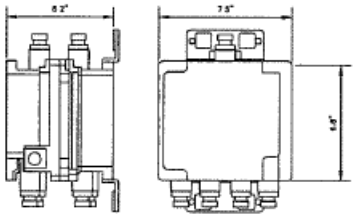
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
SITE DETAILS

SHEET NUMBER
C7

RFS FDJB5020D4-S

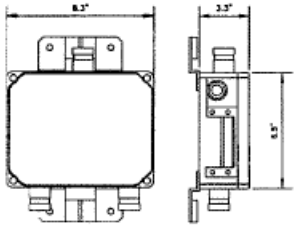
DIMENSIONS, HxWxD: 7.5"x8.8"x6.2" (191.3x172.3x157.5 mm)
WEIGHT: 11.2 lbs (5.1 kg)
RF CONNECTORS: (6) 4.3-10 FEMALE



TWIN DIPLEXER SPECIFICATIONS | NO SCALE | 1

RFS FDA3P5002-1C-DL

DIMENSIONS, HxWxD: 6.5"x8.3"x3.3" (165x210x85 mm)
WEIGHT: 6.4 lbs (2.9 kg)
RF CONNECTORS: (3) 7/16 FEMALE



DIPLEXER SPECIFICATIONS | NO SCALE | 2

NOT USED | NO SCALE | 3

NOT USED | NO SCALE | 4

NOT USED | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

NOT USED | NO SCALE | 9

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
6985 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197858
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/2018

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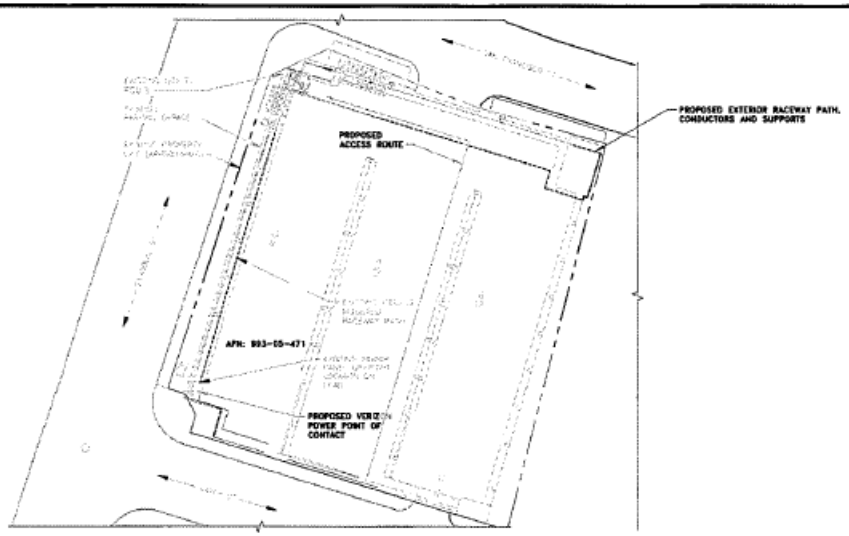
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

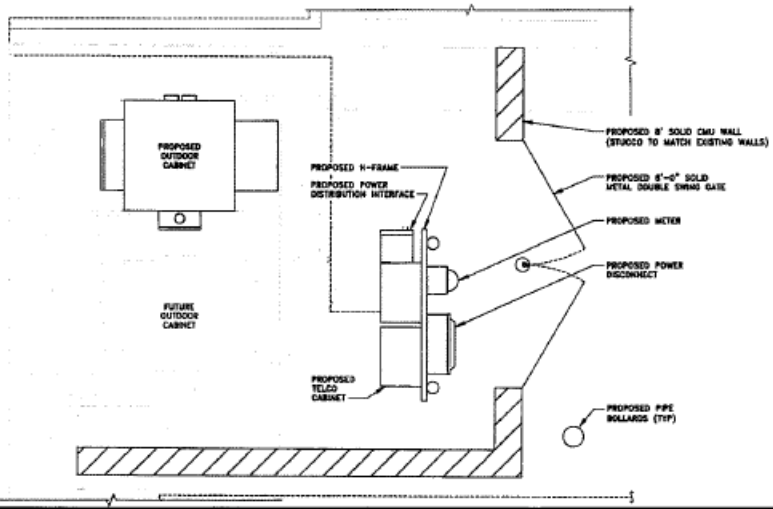
SHEET NUMBER
C8



ELECTRICAL PLAN

30' 20' 10' 0 30' 60'
1"=30'

1



ELECTRICAL EQUIPMENT LAYOUT

12" 6" 0 1' 2' 3'
3/4"=1'-0"

2

verizon

4821 ELISANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8985 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197856
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

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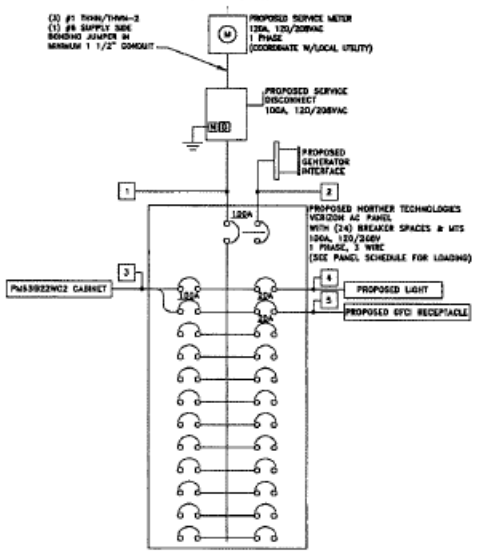
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ELECTRICAL PLAN &
ELECTRICAL EQUIPMENT LAYOUT

SHEET NUMBER
E1



ELECTRICAL AC ONE-LINE DIAGRAM | NO SCALE | 1

AC CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
1	SERVICE DISCONNECT	AC LOAD CENTER	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT
2	GENERATOR INTERFACE	AC LOAD CENTER	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT
3	AC LOAD CENTER	PM63922WC2 CABINET	(3) 1/0 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 2" CONDUIT
4	AC LOAD CENTER	LIGHT	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT
5	AC LOAD CENTER	GFCI RECEPTACLE	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT

CIRCUIT SCHEDULE | NO SCALE | 2

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.

NOTES | NO SCALE | 3

Site Name:	220 W. SAN FRANCISCO ST						MODEL NUMBER:	NORTHERN TECHNOLOGIES									
SITE NUMBER:	NM64 - SAN FRANCISCO						PHASE:	1			WIRE:		3				
VOLTAGE:	240 /120 Volts AC						BUSS RATING:	200 AMPS									
MAIN BREAKER:	100 AMPS																
MOUNT:	SURFACE																
ENCLOSURE TYPE:	NEMA 3R																
PANEL STATUS	PROPOSED																
CKT	LOAD DESCRIPTION	BREAKER AMPS	BREAKER POLES	BREAKER STATUS	SERVICE LOAD VA	Demand Factor	USAGE FACTOR	PHASE A VA	PHASE B VA	USAGE FACTOR	Demand Factor	SERVICE LOAD VA	BREAKER STATUS	BREAKER POLES	BREAKER AMPS	LOAD DESCRIPTION	CKT
1	PM63922WC2 CABINET	100	2	NEW	5200	1.00	1.00	5400		1.00	1.00	200	NEW	1	20	LIGHT	2
3					5200	1.00	1.00		5380	1.00	1.00	180	NEW	1	20	GFCI RECEPTACLE	4
5								0									6
7									0								8
9								0									10
11									0								12
13								0									14
15									0								16
17								0									18
19									0								20
21								0									22
23									0								24
							UNBALANCE PHASE B										
								5400	5380	VA							
							TOTAL			KVA	10.78						
										AMPS	44.92						

% OF MAIN BREAKER

PANEL SCHEDULE | NO SCALE | 4

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8665 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197858
DRAWN BY:	PSD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/20/18	ISSUED FOR PERMIT
A	06/20/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/20/18

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NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

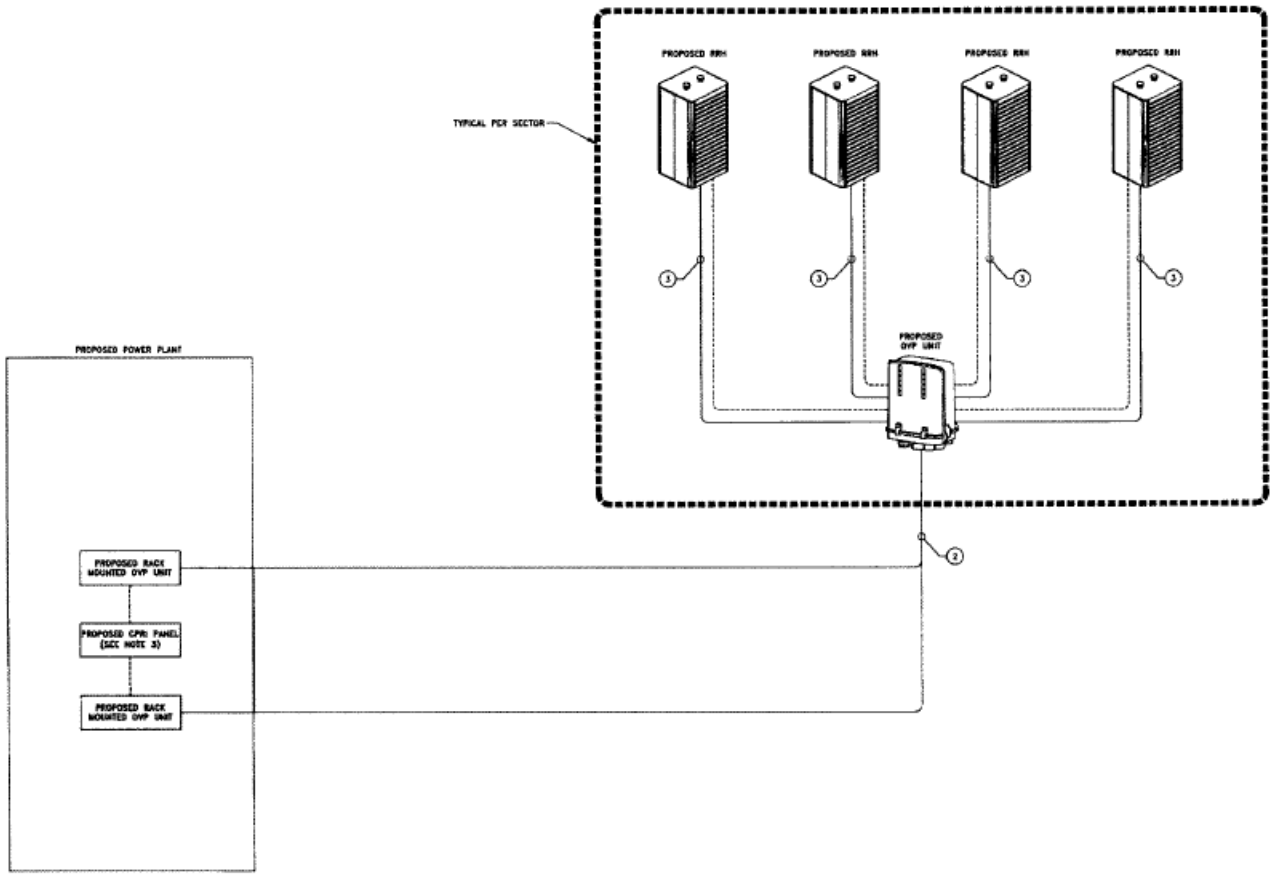
SHEET TITLE
ELECTRICAL AC ONE-LINE & SCHEDULE

SHEET NUMBER
E2

DC CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
①	PROPOSED -48VDC DISTRIBUTION PANEL	PROPOSED RACK MOUNTED OVP UNIT	(12) 1-#10 TELCOFLEX III DC CABLE
②	PROPOSED RACK MOUNTED OVP UNIT	PROPOSED OVP UNIT	(1) HYBRID FLEX CABLE
③	PROPOSED OVP UNIT	PROPOSED RRH	(1) 3-#12 (MINIMUM) THHN/THWN/XHHW-1 TYPE TC-ER DC CABLE

NOTES

1. DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.
2. NEW-LTE DC POWER WIRING SIZE 14 AWG TO 10 AWG SHALL BE TELCOFLEX III. DC POWER WIRING 8 AWG AND LARGER SHALL BE TELCOFLEX IV.
3. EXISTING FIBER CABLES TO BE ROUTED THROUGH CPRI PANEL FROM RRH.



ELECTRICAL DC ONE-LINE DIAGRAM

NO SCALE

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8985 S. EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197856
DRAWN BY:	PSD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

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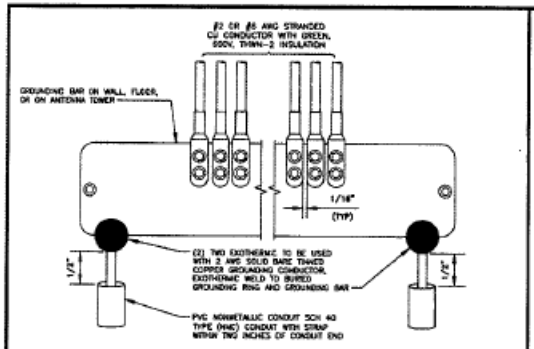
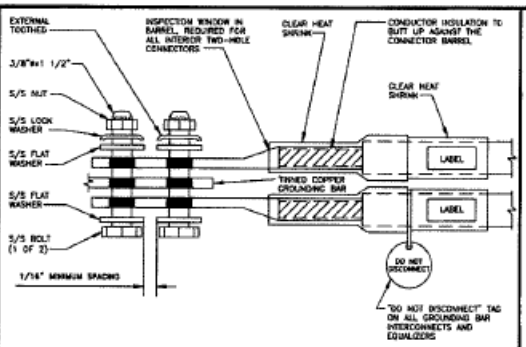
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
ELECTRICAL DC ONE-LINE & SCHEDULE

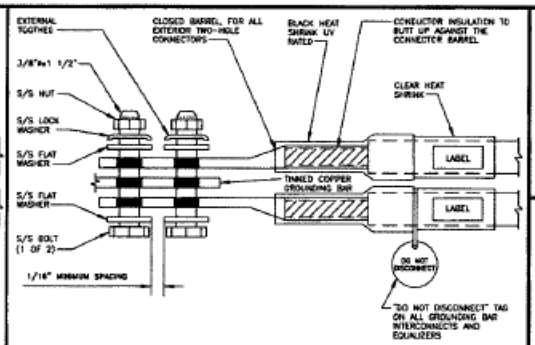
SHEET NUMBER
E3



INSTALLATION OF GROUNDING CONDUCTOR TO GROUNDING BAR | NO SCALE | 1



INTERIOR TWO HOLE LUG | NO SCALE | 2



EXTERIOR TWO HOLE LUG | NO SCALE | 3

NEWTON INSTRUMENT COMPANY, INC.
BUTNER, NC

NO	REQUIRED	PART NUMBER	DESCRIPTION
1	1	1/4"X4"X30"	SOLID GROUND BAR
2	2	A-6056	WALL MOUNTING BRACKET
3	2	3081-4	INSULATORS
4	4	3012-1	5/8"-11X1" H.H.C.S.
5	4	3015-8	5/8" LOCKWASHER

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION

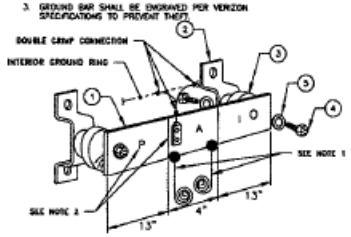
SECTION "P" – SURGE PROTECTORS
(DC) CABLE ENTRY PORTS (WATCH PLATES) (#2)
(DC) TELCO GROUND BAR (#2)
(EC) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2)
(VERIZON) CELL SITE +24V POWER SUPPLY RETURN BAR (#2)
(VERIZON) CELL SITE -48V POWER SUPPLY RETURN BAR (#2)
(EC) GENERATOR FRAMEWORK (IF AVAILABLE) (#2)
(VERIZON) RECTIFIER FRAMES
(VERIZON) ANTENNA SUPPRESSION

SECTION "A" – SURGE ABSORBERS
(EC) INTERIOR GROUND RING (#2)
(EC) EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2)
(EC) METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
(EC) BUILDING STEEL (IF AVAILABLE) (#2)

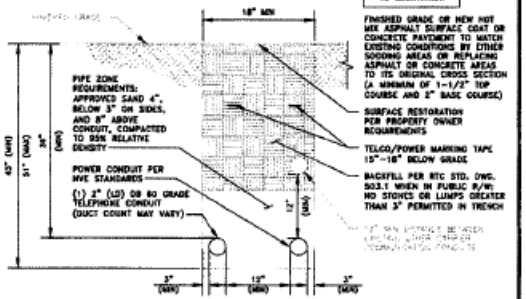
SECTION "I" – ISOLATED GROUNDING ZONE
(VERIZON) ALL CELL SITE COMMUNICATIONS EQUIPMENT FRAMES

DETAIL NOTES

1. EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. ROUTE CONDUCTOR TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. EC SHALL PERMANENTLY MARK THE LINES BETWEEN EACH SECTION AND LABEL EACH SECTION ("P", "A", "I") WITH 1" HIGH LETTERS.
3. GROUND BAR SHALL BE ENGRAVED PER VERIZON SPECIFICATIONS TO PREVENT THEFT.



(MGB) REFERENCE GROUNDING BAR | NO SCALE | 4



TRENCH DETAIL PRIVATE STREET/ONSITE | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

verizon
4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH
BLACK & VEATCH CORPORATION
8955 S EASTERN AVENUE, SUITE 320,
LAS VEGAS, NV 89123

PROJECT NO:	197855
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/28/18	ISSUED FOR PERMIT
A	08/22/18	WIN CO

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
9/28/2018

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
E5

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/25/2021

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:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIU Insurance Company	19399
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Cellco Partnership dba Verizon Wireless
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES **CERTIFICATE NUMBER:** 570088915256 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X XCU Coverage Is Included						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			4594298 AOS	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			4594299 MA	06/30/2021	06/30/2022	BODILY INJURY (Per person)	
B	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
B	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			4594300 VA	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)	
B				See Next Page	06/30/2021	06/30/2022		
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			16393209 AOS	06/30/2021	06/30/2022	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		16393206 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Site Name: NM4 San Francisco, 221 W. San Francisco St., Santa Fe, NM 87501.

CERTIFICATE HOLDER

City of Santa Fe
PO 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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570088915256

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AGENCY CUSTOMER ID: 570000027366

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cellco Partnership dba Verizon Wireless
POLICY NUMBER: See Certificate Number: 570088915256	
CARRIER: See Certificate Number: 570088915256 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				4594301 NH - Primary	06/30/2021	06/30/2022		
B				4594302 NH - Excess	06/30/2021	06/30/2022		
	WORKERS COMPENSATION							
A		N/A		16393207 NY	06/30/2021	06/30/2022		
A		N/A		16393208 WI	06/30/2021	06/30/2022		
A		N/A		16393205 NJ,TX,VA	06/30/2021	06/30/2022		

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FIR No. _____

FISCAL IMPACT REPORT

General Information:

(Check) Bill:_____ Resolution: _____

Short Title(s): Amendment No.1 to Lease Agreement for Sandoval Parking Garage Antenna Site

Sponsor(s): Not Applicable

Reviewing Department(s): Public Works; Finance

Staff Completing FIR: Terry Lease, Asset Development Manager Date: August 25, 2021 Phone:_____

Reviewed by City Attorney:_____ Date: _____

Reviewed by Finance Director:_____ Date: _____

Summary:
This first amendment to a Lease Agreement between the City and Cellco Partnership (dba Verizon Wireless) authorizes Lessee's continued use the building electrical service to provide power to the Lessee's antenna facilities on the upper level of the Sandoval Parking Garage. Lessee will pay a monthly flat rate Utility Fee to the City in addition the rent payments. The Utility Fee begins at $300/month and escalates 2.5% annually along with rent escalation.

Departments Affected:
The Parking Enterprise Fund will receive an additional $9,812 in FY 21 gross revenue plus and additional $82,149 over the balance of the 20-year maximum lease term.

Consequences of Not Enacting Legislation:
In the absence of the proposed amendment, the Lessee must procure, install and connect into a new, stand-alone PNM underground line extension, transformer and metered electrical service. The work is expensive, disruptive, redundant and unnecessarily complicates the as-built electrical system of the building structure.

Conflict, Duplication, Companionship or Relationship to Other Legislation
None noted.

Performance and Administrative Implications:
The monthly Utility Fee would be received and posted along with rent, thus having minimal impact on normal Finance Department operations. No other implications noted.

Fiscal Implications:
The proposed amendment increases net lease revenue by approximately $285 per month when deducting the cost of electricity usage. Over the maximum 20-year term of the lease, total lease revenue will increase by approximately $88,360 to a total of $614,472, credited to the Parking Enterprise Fund.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2022	FYE 2023	FYE 2024	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ 0	$ 0	$ 0	.	.	N/A .	$ 0
Capital Outlay	$ 0	$ 0	$ 0			N/A .	$ 0
Operating	$ 180	$ 180	$ 180	N .	R	51150 .	$ 540
Total:	$ 180	$ 180	$ 180				$ 540

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

Expenditure Narrative: The City's electricity charges would increase by approximately $180/year for the usage caused by the Lessee's antenna facilities. A Budget Adjustment Request is (a) infeasible because usage cannot be allocated precisely; and (b) unnecessary because Utility Fee revenue will offset electricity charges drawn from the same Business Unit 51150.

Revenue

Revenue Type	FYE _22_	FYE _23_	FYE _24_	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$ 3,845	$ 3,941	$ 4,040	R	51150
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 3,845	$ 3,941	$ 4,040		

Revenue Narrative: The City's monthly lease revenue will increase by $300 initially, plus annual escalation. FYE 21 payments totalling $9,812 will compensate for usage through present.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contracto **CELLCO PARTNERSHIP**

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: Pay to the City **$526,111**

Termination Date: **October 31, 2038**

☑ Approved by Council Date: **October 10, 2018**

☐ or by City Manager Date: _____

Contract is for **LEASE OF 115 SF UPPER PARKING DECK AND ASSOCIATED AIR RIGHTS AT SANDOVAL GARAGE FOR WIRELESS ANTENNA FACILITIES**

Amendment # **1 (Proposed)** to the Original Contract# **18-1098**

Increase/(Decrease) Amount $ **$91,961**

Extend Termination Date to: **N/A**

☐ Approved by Council Date: **N/A**

☐ or by City Manager Date: **N/A**

Amendment is for **Authorize Lessee's use of exisiting building metered electrical service.**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendment ☐ Plus GRT ☐ Inclusive of GRT

Amount $ **$526,111** of original Contract# **18-1098** Termination Date: **October 31, 2038**

Reason: **ORIGINAL AGREEMENT**

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ **526,111**

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP ☐ _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other ☑ **PRIVATE LEASE OF REAL PROPERTY IN EXCESS OF $25,000 PER NMSA SECTION 3-54-1**

6 **Procurement History:** **ORIGINAL AGREEMENT APPROVED BY GOVERNING BODY OCTOBER 10, 2018**

Comments or Exceptions: _____

7 **Funding Source:** **REVENUE - PARKING ENTERPRISE** **BU/Line Item:** **51150.460350**

_____
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** **SEAN MOODY, ASSET DEVELOPMENT MANAGER**

Phone # **505.699.5176**

Certificate of Insurance attached. (if original Contract) ☑

☑ **Submit to City Attorney for review/signature**
☑ **Forward to Finance Director for review/signature**
☑ **Return to originating Department for Committee(s) review or forward to City Manager for review and (depending on dollar level) approval**

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021
ISSUE NO. 7l Request for Approval for Lease Amendment No. 1 to Sandoval Parking Garage Antenna Site Lease for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development: rdbrown@santafenm.gov, 955-6625) **Committee Review:** Public Works and Utilities Committee: 09/27/21 Finance Committee: 10/04/21 Governing Body: 10/13/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 10/04/2021 Finance Committee
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: September 20, 2021

TO: PUBLIC WORKS COMMITTEE — SEPTEMBER 27TH 2021
FINANCE COMMITTEE — NOVEMBER 1ST 2021
AND GOVERNING BODY — NOVEMBER 10TH 2021

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones
SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

FROM:
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: AMENDMENT NO. 1 TO SANDOVAL PARKING GARAGE ANTENNA SITE LEASE

ITEM AND ISSUE:
Proposed Lease Amendment No. 1 will allow the Lessee to utilize the existing building electrical service to furnish power to the Lessee's antenna installation located on the upper deck of the Sandoval Parking Garage. The Lessee would compensate the City for use the electrical service. Lessee's assignment of its interest in the lease by merger is acknowledged: The Lessee previouslyknown as Verizon Wireless (VAW) is hereafter Cellco Partnership.

BACKGROUND AND SUMMARY:
Temporary facilities originally installed in 2017 by Verizon Wireless on the upper deck of the Sandoval Parking Garage relied on the building's existing electrical service. Verizon Wireless (now Cellco Partnership) subsequently replaced its temporary facilities with a permanent installation in 2019. The permanent installation was intended to connect to a new, separate PNM-metered electrical service. To avoid unnecessary capital costs, building impacts and disruptions to normal parking operations, the proposed lease amendment authorizes the Lessee to continue to use the existing building service indefinitely, and provides compensation to the City in the form of a $300/month Utility Fee in addition to normal rent. The Utility Fee escalates at an annual rate of 2.5% along with that of rent. Over the 20-year maximum lease term the amendment will generate an additional $88,360 in net revenue for the City, accruing to Economic Development Enterprise Business Unit 2122800.460350.

The additional energy usage is estimated to be under $15/month. The antenna facilities use the same amount of power as ten light bulbs, and have no appreciable impact on the capacity available to the rest of the building. The lease term is unchanged.

ACTION REQUESTED:
Review and approval of Amendment No. 1 to the Lease Agreement attached hereto.

ATTACHMENTS:
Proposed Amendment No. 1 with Exhibits A1 & B (18 pages)
Lease Agreement with Exhibit A (Item 18-1098; 34 pages)
Certificate of Insurance (2 pages)
Fiscal Impact Report (2 pages)
Summary of Contracts (2 pages)

ITEM # _____

AMENDMENT NO. 1 TO LEASE AGREEMENT

This **FIRST AMENDMENT** ("Amendment No 1") to a Lease Agreement dated October 10, 2018,by and between the **CITY OF SANTA FE, NEW MEXICO** ("Lessor") and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless ("Lessee"), for the use of Premises located at **221 WEST SAN FRANCISCO STREET** in Santa Fe, New Mexico, is entered into this_____day of_____, 2021 ("Amendment Date").

1. Lessor acknowledges and agrees to the assignment by Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (the "Previous Lessee") of Previous Lessee's rights and obligations under the above-referenced Lease Agreement to Lessee, the entity into which the Previous Lessee has merged, as evidenced by **Exhibit B** to this Amendment No. 1, satisfying the conditions described in Lease Section 14.D(ii).

2. Article 8 of the Lease Agreement is deleted in its entirety and substituted with the following:

"8. UTILITIES

A. Lessee shall bear sole and full responsibility for all utility services related to its use of the Premises. Lessee, at its sole cost and expense, may secure, install and maintain separately metered utilities from any public utility for its use of the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A** to the Lease Agreement. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by lease or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

B. Lessee may cause to be upgraded, replaced, modified, or otherwise utilized the Lessor's existing building electrical service at the Property for the Permitted Use, as shown in **Exhibit A1** to this Amendment No. 1. **Exhibit A** to the Lease Agreement is hereby supplemented by **Exhibit A1** to this Amendment No. 1. As of the Amendment Date, any references to **Exhibit A** to the Lease Agreement shall be deemed to refer collectively to **Exhibit A** to the Lease Agreement and **Exhibit A1** to this Amendment No. 1.

C. Utility Fee. The Parties agree that if Lessee utilizes Lessor's existing building electrical service for the Permitted Use, Lessee shall pay Lessor a separate, monthly utility fee ("Utility Fee") for the right to such use during any calendar month in which the use occurs. The initial monthly amount of the Utility Fee is **Three Hundred Dollars ($300)**.

D. Payment. The Parties hereby agree that Utility Fees have been accruing since January 1, 2020. Lessee shall pay all Utility Fees that have accrued through the Amendment Date (including the Utility Fee owed for the month in which the Amendment Date occurs) within forty-five (45) days of the Amendment Date. Subsequent to the Amendment Date, the Utility Fee shall be paid on or before the first day of each month during the Term.

E. Late Payment. If Lessee fails to timely pay any Utility Fee on its due date or within

four (4) days thereafter, Lessee shall pay Lessor, in addition to the Utility Fee due, a penalty equal to fifteen percent (15%) for each calendar month in which the Utility Fee is due but unpaid. All Utility Fee payments received shall apply first to all penalty amounts owed and then to the unpaid balance of Utility Fees due.

F. Escalation. Upon each anniversary of the Effective Date following the Amendment Date, the Utility Fee amount shall automatically increase by two-and-a-half percent (2.5%) over the Utility Fee amount in effect during the previous calendar month in which a Utility Fee was due.

G. Adjustment. The Parties agree that the amount of the initial monthly Utility Fee adequately compensates the Lessor for the cost of the increased power and energy demand caused by the Permitted Use.

H. Final Payment. Any Utility Fee accrued during the final calendar month in which the Lease Agreement is in full force and effect, whether within the Term, or the Holdover Period, or the calendar month in which termination occurs under Article 16, shall become due and payable within thirty (30) days of the final day in which the Lease Agreement remains in full force and effect."

3. Article 21 of the Lease Agreement is deleted in its entirety and substituted with the following:

"21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor

City of Santa Fe
Attn: City Manager
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

With a copy to:
City of Santa Fe
Attn: City Attorney
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

To Lessee:
Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

Either Party may change its notice addresses in the Section upon written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party."

4. Except as specifically provided in this Amendment No. 1, the Lease Agreement shall remain full force and effect, in accordance with its terms.

5. Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Lease Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of_____, 2021.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
KRISTINE MIHELSIC, CITY CLERK:

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 20, 2021 14:35 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
51150.460350 BUSINESS UNIT/LINE
ITEM Corrected Funding: 2122800.460350
AJH
AJH

LESSEE:
CELLCO PARTNERSHIP d/b/a Verizon Wireless

_____
~~DESMOND JACKBIR, DIRECTOR~~
~~NETWORK FIELD ENGINEERING~~
Brandon Brown
Sr Mgr - Ntwk Reg | RE

ACKNOWLEDGEMENT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21st day of October 2021, by ~~Desmond Jackbir, Director Network Field Engineering~~ Brandon Brown, Sr Mgr - Ntwk Reg | RE for Cellco Partnership.

My Commission Expires: March 31, 2023

_____
Notary Public

CYNTHIA A ROTER, NOTARY PUBLIC
COMM. NO. 560357
COMM. EXP. 03/31/2023
MARICOPA CO., AZ

EXHIBIT A1

[SEE ATTACHED NINE (9) SHEETS]

verizon

NM4 SAN FRANCISCO NSB

PUBLIC RECORD PARCEL NO. 993-05-471
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

EXISTING BUILDING
(OVERALL HEIGHT: 30'-0" A.G.L.)
UPGRADE EXISTING 30'-0" ROOFTOP

PERFORMED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/31/21	DV	BK
1	REVISED PER SAC COMMENTS	04/08/21	DV	BK

REVISED BY:

SHEET INDEX:

CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

SHEET	TITLE	REV.
T1	TITLE SHEET	1
SP1	NOTES	1
S1	ANTENNA/EQUIPMENT SHELTER UPGRADE	1
S2	MOUNT/HEADER ASSEMBLY DETAILS	1
S3	REFERENCE DETAIL AND NOTES	1
S4	SPEC SHEETS	1
E1	SINGLE LINE DIAGRAM	1
E2	POWER COORDINATION SITE PLAN	1
E3	ELECTRICAL DETAILS	1

PROJECT INDEX:

APPLICANT:
VERIZON
4821 EUBANK NE
ALBUQUERQUE, NM 87111

CONTACT: JEFF EDWALT
PHONE: 505-250-0004

ENGINEERS/DESIGNERS:
JS INFRASTRUCTURE PARTNERS
4111 MONTGOMERY BLVD. NE
ALBUQUERQUE, NM 87109

CONTACT: JEFF MONTANO
PHONE: 505-232-4884 EXT. 131

ZONING/SITE AQ:
BLACK & VEATCH CORPORATION
422 LIVE OAK CT. NE
ALBUQUERQUE, NM 87122

CONTACT: ANNE-MARIE (AMY) McKENZIE
OFFICE: 913-458-6771
MOBILE: 505-504-4865
EMAIL: mckenzieam@bv.com

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS, THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

PROJECT INFORMATION:

PROPERTY OWNER:	CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-909
JURISDICTION:	CITY OF SANTA FE
PUBLIC RECORD PARCEL NO:	993-05-471

STRUCTURE COORDINATE REPORT:

NAD 83:	N35°41'15.64"
	W105°56'29.57"
DECIMAL/ DEGREE:	N35.687678°
	W105.941547°
ELEVATION:	6,973.0'

ADA COMPLIANCE:

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

FCC COMPLIANCE:

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

SITE LOCATION:

SITE IS LOCATED ON ROOFTOP OF BUILDING, ON THE SOUTHEAST CORNER OF W SAN FRANCISCO ST. AND SANDOVAL ST.
SANTA FE, SANTA FE COUNTY, NEW MEXICO 87501

PROJECT DESCRIPTION:

THIS PROJECT CONSISTS OF THE FOLLOWING:

UPGRADE EXISTING SHROUD/EQUIPMENT SHELTER
- EIGHT – NEW REGISTER VENTS
- TWO – NEW FIRE RATED ACCESS DOOR
- TWO – NEW MECHANICAL FANS

VICINITY MAP
SCALE: N.T.S.

NORTH

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
TITLE SHEET

SAVE DATE:
4/8/2021 3:31 PM

SHEET NUMBER:
T1

GENERAL UPGRADE NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MEANS AND METHODS TO COMPLETE ALL UPGRADES AS INDICATED IN THIS DOCUMENT.
2. ALL DIMENSIONS, SECTIONS AND DETAILS OF THE EXISTING STRUCTURE ARE INCLUDED FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION. NOTIFY THE ENGINEER-OF-RECORD IMMEDIATELY OF ANY DISCREPANCIES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS.
3. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTOR'S RESPONSIBILITY.
4. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
5. COORDINATE WORK INDICATED ON THESE DRAWINGS WITH THE NEW EQUIPMENT, EXISTING EQUIPMENT, MW/ECW/E ETC.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR FABRICATING ANY WORK.
7. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECIFICATIONS AND CODES, LATEST EDITION.
8. CONTRACTOR SHALL COLD-GALVANIZE ALL RAW STEEL AS REQUIRED DURING CONSTRUCTION PROCESS.

GENERAL CONTRACTOR NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK DEFINED UNDER THE REQUEST FOR PROPOSAL (RFP) FOR THIS PROJECT AND ALL ASSOCIATED ATTACHMENTS AND DOCUMENTS PROVIDED.

   THE RFP AND ALL ASSOCIATED DOCUMENTS SHALL DEFINE THE COMPLETE PROJECT SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL DOCUMENTS AND IS SOLELY RESPONSIBLE FOR ALL WORK.

   ALL DOCUMENTS INCLUDED WITHIN THE PROJECT REQUEST FOR PROPOSAL ARE REQUIRED FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK (EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC.) INDICATED IN ALL DOCUMENTS. THE RFP, VERIZON NETWORK STANDARDS AND PROJECT ADDENDUMS AND CLARIFICATIONS ARE COMPLEMENTARY TO EACH OTHER. THE FORMAT OF THE SPECIFICATIONS AND DRAWING NUMBERING PER DISCIPLINE IS NOT INTENDED TO IMPLY SEGREGATION OF SUB CONTRACTOR WORK. CONTRACTOR SHALL ASSIGN ALL SUB CONTRACTOR WORK AND VERIZON WILL NOT ACCEPT ANY CHANGE ORDERS FOR INTERNAL CONTRACTOR WORK ASSIGNMENTS.

   CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTING ALL RFP DOCUMENTS TO THEIR SUB CONTRACTORS. ALL RFP DOCUMENTS ARE REQUIRED TO INDICATE THE PROJECT SCOPE OF WORK. PARTIAL SUB CONTRACTOR DOCUMENT PACKAGES ARE HIGHLY DISCOURAGED.

   IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS, SPECIFICATIONS, REFERENCED STANDARDS, VERIZON STANDARDS, OR AGREEMENT TERMS AND CONDITIONS THE ARCHITECT/ ENGINEER SHALL BE CONTACTED FOR FORMAL INTERPRETATION OF THE REQUIREMENTS. THE CONTRACTOR SHALL BE DEEMED TO HAVE PROVIDED THE DETAILED AND EXTENSIVE INTERPRETATION. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECT/ ENGINEER INTERPRETATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO VERIZON.

STEEL NOTES:

1. ALL STEEL SHALL BE GALVANIZED PER ASTM A123 AND CONFORM TO THE FOLLOWING MINIMUM SPECIFICATIONS UNLESS NOTED OTHERWISE:
   ANGLE, PLATE, CHANNEL: ASTM A36
2. ALL BOLTS SHALL BE GALVANIZED PER ASTM A153 AND CONFORM TO ASTM GRADE A325 UNLESS NOTED OTHERWISE. ALL BOLTED CONNECTIONS SHALL BE EQUIPPED WITH A PROPER, AND APPROVED, NUT-LOCKING DEVICE.
3. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECS AND CODES, LATEST EDITION.
4. AT HIS OWN DISCRETION, THE CONTRACTOR MAY SUBMIT DETAILED, ENGINEERED, COORDINATED AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD TO REVIEW FOR COMPLIANCE WITH DESIGN INTENT PRIOR TO THE START OF FABRICATION AND/OR ERECTION. TOWERCOM IS ABSOLVED OF ALL LIABILITY ASSOCIATED WITH THE MISINTERPRETATION OF THE CONSTRUCTION DOCUMENTS IF CONTRACTOR CHOOSES NOT TO SUBMIT SHOP DRAWINGS.
5. TORCH-CUTTING OF ANY KIND SHALL NOT BE PERMITTED.
6. ALL BOLTS SHALL BE TIGHTENED TO A "SNUG-TIGHT" CONDITION AS DEFINED IN AISC 13TH EDITION, PAGE 16.2-46, SECTION 8.1.

   THE SNUG-TIGHTENED CONDITION IS DEFINED AS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.

GENERAL NOTES:

1. NEW REGISTER VENT(S) TO BE PAINTED TO MATCH EXISTING STUCCO COLOR.
2. NEW ACCESS DOOR(S) TO BE PAINTED TO MATCH EXISTING STUCCO COLOR.

STRUCTURAL DESIGN CRITERIA:

ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2015, ASCE 7-10, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES" & ANSI TIA-222-G "STRUCTURAL STANDARDS FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS".

BUILDING STRUCTURES:

1. WIND LOADS: IBC 2015 §1608 & ASCE 7-10 §28.4 (SIMPLIFIED METHOD)
   V_{ULT} = 115 MPH
   OCCUPANCY CAT. = II, EXPOSURE CAT. = C, IMPORTANCE FACTOR = 1.0
2. SEISMIC LOADS: IBC 2015 §1613 & ASCE 7-10 §12.14 (SIMPLIFIED METHOD)
   OCCUPANCY CAT. = II, SITE CLASS = D
   $V = \frac{F S_{DS} w}{R}$
   F = 1.0 (SINGLE-STORY), 1.1 (TWO STORY), 1.2 (THREE STORY)
   S_{DS} = (2/3) S_{MS}
   R = 1.5 (ORDINARY PLAIN CONCRETE SHEARWALLS),
   6.5 (LIGHT-FRAMED WALLS W/ WOOD STRUCTURAL PANELS),
   4.0 (ORDINARY REINFORCED) CONCRETE SHEARWALLS)

COMMUNICATIONS STRUCTURES:

1. WIND LOADS: IBC 2015 §1609, ASCE 7-10 §29.5 & ANSI TIA-222-G
   V = 115 MPH (3-SEC. GUST)
   V = 40 MPH (¾" RADIAL ICE)
   STRUCTURE CLASS. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0
2. SEISMIC LOADS: IBC 2015 §1613, ASCE 7-10 §15.6.6 & ANSI TIA-222-G
   STRUCT. CLASS. = II; OCC. CAT. = I, SITE CLASS = D; IMPORTANCE FACTOR = 1.0
   $V = \frac{S_{DS} w I}{R}$ (EQUIVALENT LATERAL FORCE PROCEDURE (METHOD 1))
   $V = \frac{\Sigma S_{ai} w_i I}{R}$ (EQUIVALENT MODAL ANALYSIS PROCEDURE (METHOD 2))

APPROVED FOR CONSTRUCTION

DESIGNED FOR:

verizon

4821 ELBANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE PROPERTY OF J5 INFRASTRUCTURE PARTNERS. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY J5 INFRASTRUCTURE PARTNERS IS FORBIDDEN.

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	KWD	JVC
1	REVISED PER SAC COMMENTS	04/08/21	CV	JVC

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:

NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:

221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:

NOTES

SAVE DATE:

4/8/2021 3:52 PM

SHEET NUMBER:

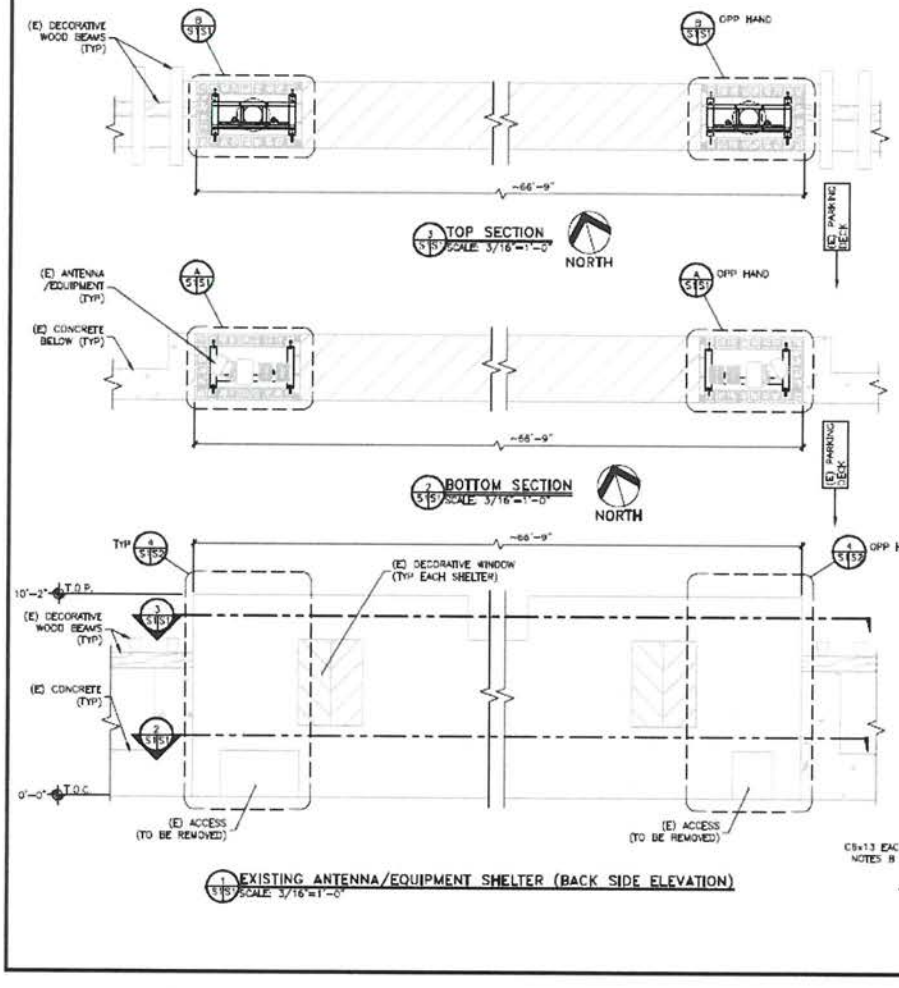
SP1

KEY:	
T.O.P. =	TOP OF PARAPET WALL
T.O.C. =	TOP OF CONCRETE
PT. =	PRESSURE TREATED

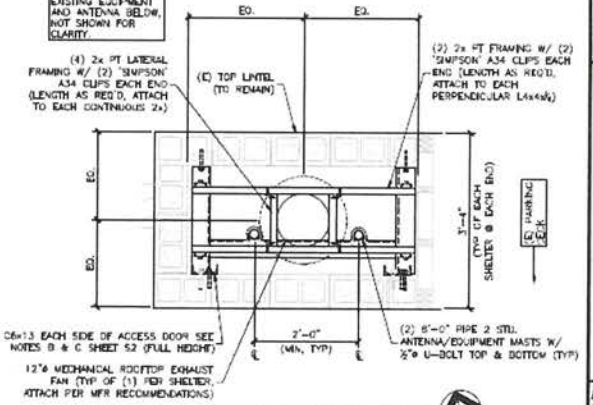
NOTE:
THIS UPGRADE APPLIES TO BOTH ANTENNA/EQUIPMENT SHROUD SHELTERS LOCATED AT THE WEST & EAST END OF EXISTING PARAPET WALL.

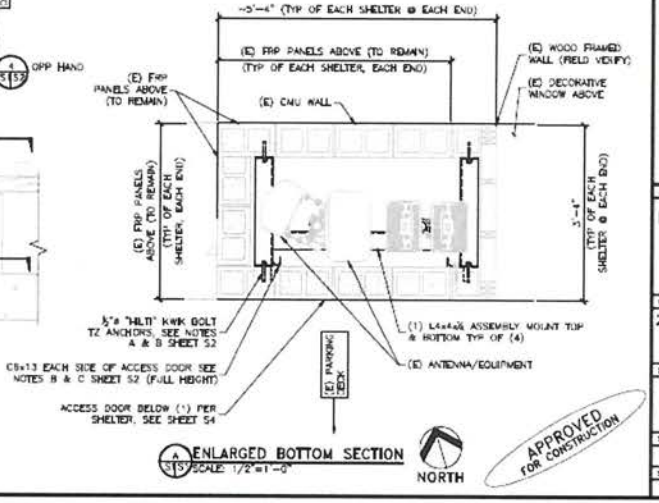
ABSOLUTELY NO TORCH-CUTTING OF ANY KIND SHALL BE PERMITTED FOR ANY REASON

FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO FABRICATION IN ORDER TO CONFIRM PROPER FIT BASED ON EXISTING CONDITIONS



NOTE:
EXISTING EQUIPMENT AND ANTENNA BELOW, NOT SHOWN FOR CLARITY.





APPROVED FOR CONSTRUCTION

PREPARED FOR:
verizon
4821 ELBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	JWC	JWC
1	REVISED PER SAC COMMENTS	04/08/21	JWC	JWC

ISSUED IN:

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
ANTENNA/EQUIPMENT SHELTER UPGRADE

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S1

NOTES:

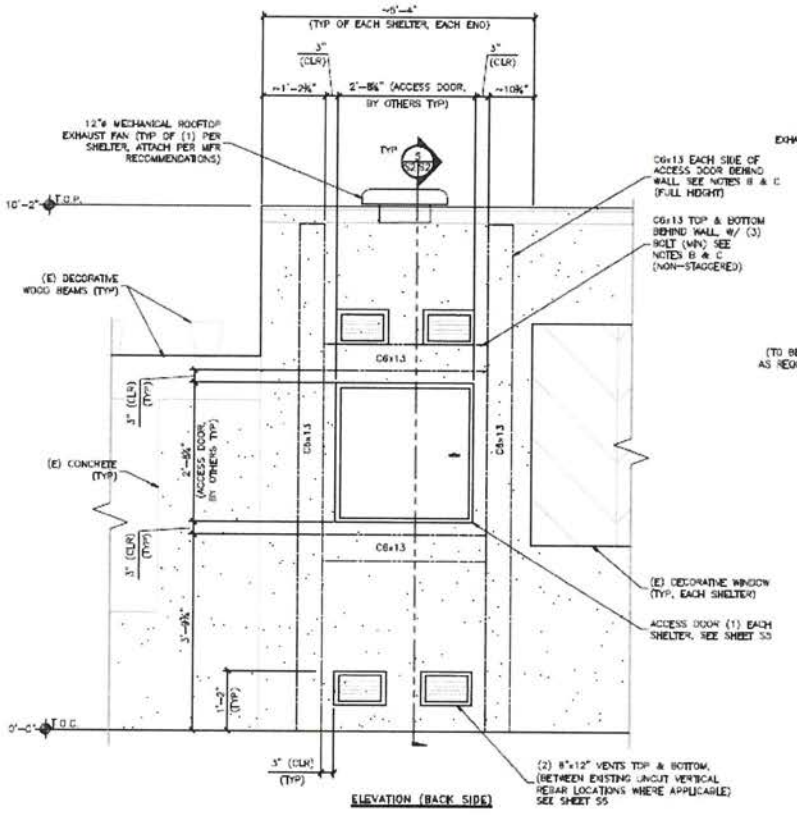
A. AT MOUNT ASSEMBLIES USE ⅝"ø "HILTI" KWIK BOLT TZ ANCHORS. (3¼" MIN EMBED. w/ FULLY GROUTED CELLS TYP)
B. AT C6x13 USE ⅝"ø "HILTI" KWIK BOLT TZ ANCHORS (3¼" MIN EMBED W/ FULLY GROUTED CELLS) @ 12 "O.C. STAGGERED (U.N.O.).
C. CONTRACTOR SHALL INSTALL C6x13 PRIOR TO CUTTING CMU WALLS FOR OPENINGS.

KEY:

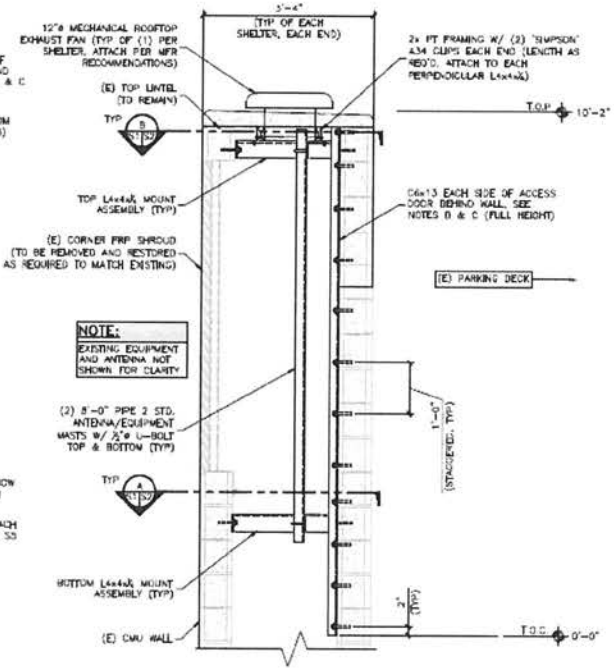
T.O.P. =	TOP OF PARAPET WALL
T.O.C. =	TOP OF CONCRETE
PT. =	PRESSURE TREATED

ABSOLUTELY NO TORCH-CUTTING OF ANY KIND SHALL BE PERMITTED FOR ANY REASON

FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO FABRICATION IN ORDER TO CONFIRM PROPER FIT BASED ON EXISTING CONDITIONS



ELEVATION (BACK SIDE)



SECTION
SCALE: 1/2"=1'-0"

4 NEW ANTENNA/EQUIPMENT SHELTER UPGRADE (TYP OF 2)
SCALE: 1/2"=1'-0"

APPROVED FOR CONSTRUCTION

PREPARED FOR:
verizon
8621 ELEANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE USE OF THE DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

EXHIBIT A

PREPARED BY:
JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY
0	ISSUED FOR CONSTRUCTION	03/30/21	RHM
1	REVISED PER SAC COMMENTS	04/08/21	BV

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

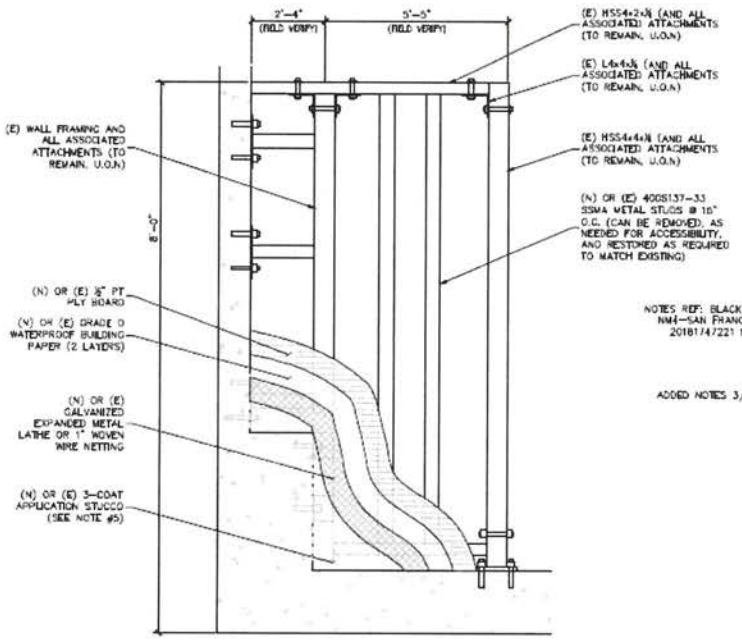
PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
MOUNT/HEADER ASSEMBLY DETAILS

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S2



SCREEN WALL FRONT ELEVATION (SCALE: NTS)
REF: BLACK & VEATCH NM4-SAN FRANCISCO VZW# 20181747221 DETAIL 1/S-2

NOTES:

1. CONTRACTOR SHALL ANCHOR PLYWOOD TO STEEL FRAME WITH ITW BUILDEX ¾-20x3" WOOD TO METAL FASTENERS (P/N: 1098000) EVENLY 12" HORIZONTALLY AND VERTICALLY.
2. CONTRACTOR SHALL INSTALL CORNER BEADS ALONG THE EDGE OF THE PROPOSED SCREEN WALL FENCE.
3. CONTRACTOR SHALL ANCHOR GALVANIZED EXPANDED METAL LATHE OR WOVEN WIRE NETTING WITH GALVANIZED STAPLES EVENLY 6" HORIZONTALLY AND VERTICALLY.
4. CONTRACTOR SHALL INSTALL CONTROL JOINTS AS REQUIRED.
5. CONTRACTOR SHALL MATCH COLOR AND TEXTURE OF PROPOSED STUCCO TO EXISTING CONDITIONS.
6. ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION. STEEL SECTIONS SHALL BE IN ACCORDANCE WITH ASTM AS INDICATED BELOW:

   W-SHAPES: ASTM A992, 50 KSI
   ANGLES, BARS, CHANNELS, PLATES: ASTM A36, 36 KSI
   HSS SECTION: ASTM 500, 46 KSI
   PIPE SECTION: ASTM A53 GR. B

7. ALL WELDING, IF CALLED OUT ON PLAN, SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED SURFACES SHALL BE TOUCHED UP.

NOTES REF: BLACK & VEATCH NM4-SAN FRANCISCO VZW# 20181747221 NOTES/S-2

8. CONTRACTOR SHALL FIELD VERIFY THAT THE EXISTING CONCRETE IS A MINIMUM OF 6" IN DEPTH.
9. MAINTAIN A MINIMUM OF 8" EDGE DISTANCE FROM CENTER OF ANCHOR TO NEAREST EDGE OF EXISTING CONCRETE.

ADDED NOTES 3/11/21 (JS)

10. CONTRACTOR SHALL REMOVE SCREEN WALL FOR ACCESS AS NEEDED ONLY.
11. SCREEN WALL SHALL BE RESTORED AS REQUIRED TO MATCH EXISTING.

APPROVED FOR CONSTRUCTION

PREPARED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

THE INFORMATION CONTAINED HEREIN AND ON ALL DRAWINGS AND DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

DESIGNED BY: CBR

NO	DATE	DESCRIPTION	BY
0	03/30/21	APPROVED FOR CONSTRUCTION	JVC
1	04/08/21	REVISED PER SAC COMMENTS	JVC

JS INFRASTRUCTURE PARTNERS

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
REFERENCE DETAIL AND NOTES

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S3

GRAINGER

Product Categories / Security / Door and Door Frames / Access Doors / Fire Rated Access Door, Flush Mount, Insulated

Tap image to zoom.

BABCOCK-DAVIS

Fire Rated Access Door, Flush Mount, Insulated

Item #402H14 Mfr. Model #BITK3232
UNSPSC #30171505 Catalog Page #N/A

Country of Origin USA. Country of Origin is subject to change.

Web Price
$547.80 / each
This item requires special shipping, additional charges may apply.

Qty 1 Add to Cart

Shipping Pickup

Availability
Backordered, expected to arrive by end of Apr, 2021.
Ship to 83701 | Change

Shipping Weight 44 lbs
Ship Availability Terms

Add to List

Technical Specs

Item	Fire Rated Access Door	Rough Opening Height	32 1/4 in
Flush Mount/Recessed Mount	Flush Mount	Rough Opening Width	32 1/4 in
Insulated / Uninsulated	Insulated	Closure Type	Knurled Knob/Key Operated Latch Bolt
Material	Steel	Hinge Type	Piano
Access Door Installation	Wall or Ceiling	Finish	Powder Coat
Door Height	32 in	Features	Exposed Flange, Fire Rated
Door Width	32 in		

Chat with an Agent

BABCOCK-DAVIS ACCESS DOOR
SEE WWW.GRAINGER.COM/PRODUCT/BABCOCK-DAVIS-FIRE-RATED-ACCESS-DOOR-402H14 FOR MORE INFORMATION

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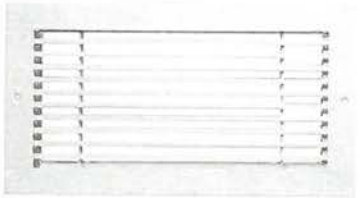
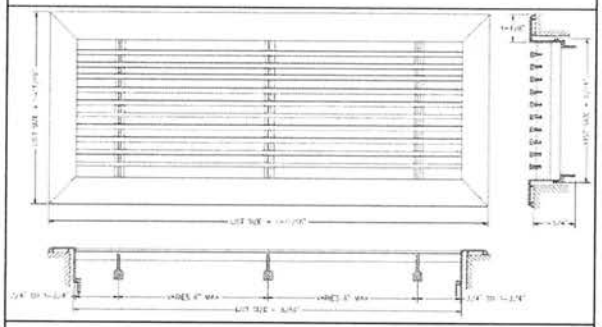
Use Coupon Code "Winter"
*** SALE EXTENDED: Expires 3/19



Aluminum Bar Linear Return Grille (No Damper)



WALL INSTALLATION MEASURMENTS (8"x12")
SEE WWW.VENTCOVERSUNLIMITED.COM FOR MORE INFORMATION

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 ELSBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

J5 INFRASTRUCTURE PARTNERS

REV	DATE	DESCRIPTION
A	03/30/21	ISSUED FOR CONSTRUCTION
B	04/08/21	REVISED PER SAC COMMENTS

DESIGNED BY:

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
SPEC SHEETS

SAVE DATE:
4/8/2021 3:02 PM

SHEET NUMBER:
S4

KEYED COMPONENT NOTES:	
1	100A METER 120/208V, 1Ø, 3W.
2	100A FUSED DISCONNECT 120/208V.
3	NORTHERN TECHNOLOGIES VERIZON AC PANEL WITH (24) BREAKER AND MTS 100A, 120/208V 1Ø, 3 WIRE.
4	GENERATOR INTERFACE.

KEYED CONDUIT NOTES:	
1	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT.
2	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT.
3	(3) #1/0 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 2" CONDUIT.
4	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT.
5	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT.
6	(4) #12 CU. THHN/THWN-2, (1) #12 CU. EGC IN MIN. 3/4" CONDUIT

NOTES:

1. ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH. 40 PVC BELOW GRADE, IMC ABOVE, EMT ACCEPTABLE IN APPROVED AREAS.

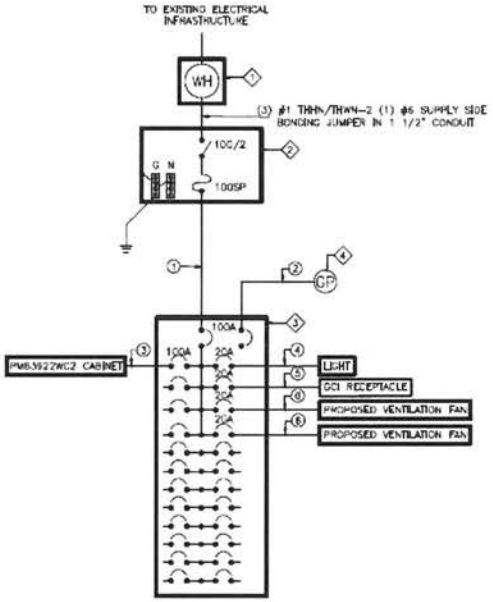
PANELBOARD SCHEDULE "A"

LOCATION:BUILT INTO CABINET PANEL PANEL ASSEMBLY RATING:22kAIC

VOLTAGE: 120/240V, 1ø, 3w | MAINS: 100A, M.C.B. | MOUNTING: SURFACE

USE AND/OR AREA SERVED	C/B	CKT NO.	LOAD (VA)		CKT NO.	C/B	USE AND/OR AREA SERVED
PMB3922W C2 CABINET	100 / 2	1	1,420		2	20	LIGHT
		3	200	1,080	4	20	GFCI RECEPTACLE
SPACE	–	5	–	720	6	20	PROPOSED COOLING FAN
SPACE	–	7	720	–	8	20	PROPOSED COOLING FAN
SPACE	–	9	–	–	10	–	SPACE
SPACE	–	11	–	–	12	–	SPACE
SPACE	–	13	–	–	14	–	SPACE
SPACE	–	15	–	–	16	–	SPACE
SPACE	–	17	–	–	18	–	SPACE
SPACE	–	19	–	–	20	–	SPACE
SPACE	–	21	–	–	22	–	SPACE
SPACE	–	23	–	–	24	–	SPACE
SPACE	–	25	–	–	26	–	SPACE
SPACE	–	27	–	–	28	–	SPACE
SPACE	–	29	–	–	30	–	SPACE
SPACE	–	31	–	–	32	–	SPACE
SPACE	–	33	–	–	34	–	SPACE
SPACE	–	35	–	–	36	–	SPACE
SPACE	–	37	–	–	38	–	SPACE
SPACE	–	39	–	–	40	–	SPACE
SPACE	–	41	–	–	42	–	SPACE
TOTAL LOAD PER PHASE			5,824	5,784	11.608VA ÷ 208V = 55.8AMPS		

PANEL SCHEDULE "A"



SINGLE LINE DIAGRAM

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

DESIGNED FOR:

verizon

4821 ELEBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	EA
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EA
1	REVISED PER SAD COMMENTS	04/08/21	DV	EA

STEVEN KARSTETTER — NEW MEXICO — 21009 — REGISTERED PROFESSIONAL ENGINEER — 4/8/21

PROJECT NAME:

NM4 SAN FRANCISCO

PROJECT ADDRESS:

221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:

SINGLE-LINE DIAGRAM

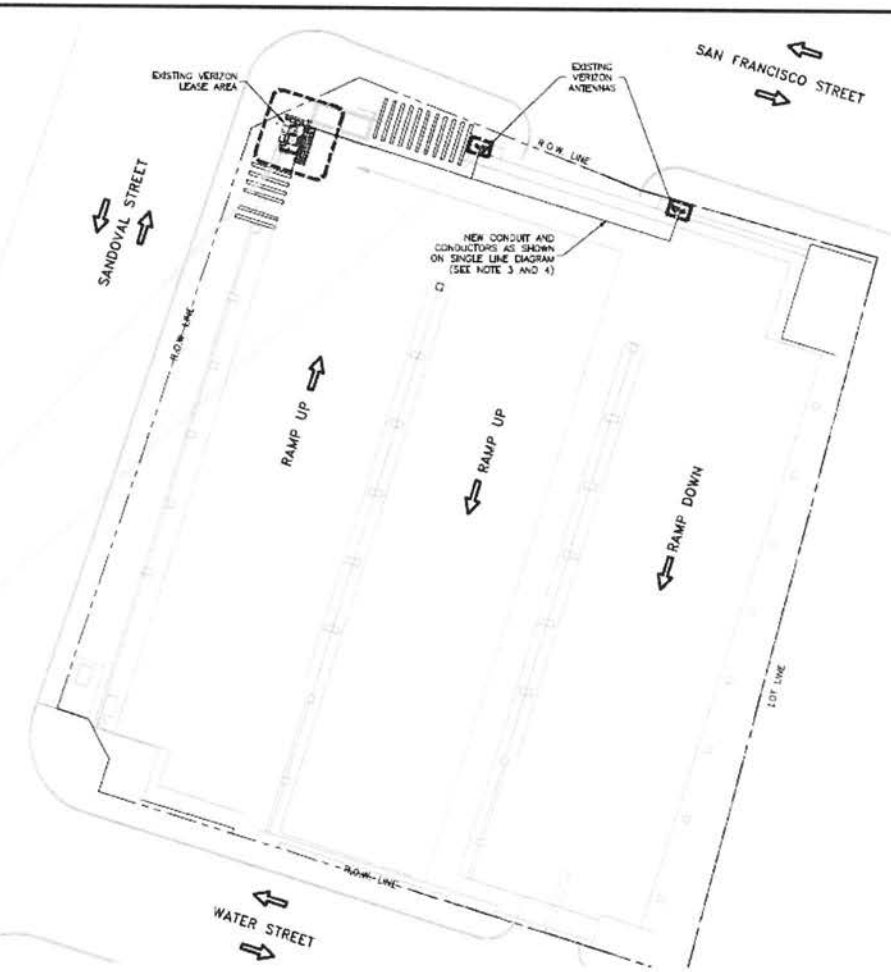
SAVE DATE:

4/8/2021 3:42 PM

SHEET NUMBER:

E1

NOTES:	
1.	POWER COORDINATION INFORMATION DEPICTED ON THESE DRAWINGS IS ACCURATE AND COMPLETE AS OF 03-30-21. HOWEVER, PRIOR TO SUBMITTING BIDS CONTRACTOR SHALL CONTACT UTILITY REPRESENTATIVE AND VERIFY THAT CONDITIONS HAVE NOT CHANGED.
2.	ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH. 40 PVC BELOW GRADE, IMC ABOVE, EMT ACCEPTABLE INDOORS IN AREAS THAT ARE ACCESSIBLE ONLY TO LESSEE AUTHORIZED PERSONNEL.
3.	CONTRACTOR TO DETERMINE EXACT CONDUIT ROUTING BASED ON CONDITIONS ON SITE. USE JUNCTION BOXES AND PULL POINTS AS NEEDUIRED.
4.	FASTENING METHODS MAY NEED TO BE APPROVED BY THE LANDLORD PRIOR TO CONSTRUCTION. ANY DRILLING INTO EXISTING POST-TENSION OR PRE-STRESSED CONCRETE WILL NEED APPROVAL PRIOR TO CONSTRUCTION.



POWER COORDINATION SITE PLAN

NORTH

NOTICE:	
1.	CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

PREPARED FOR:

verizon

4821 ELEANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SUBMITS ARE COPYRIGHT INFRASTRUCTURE AND ARE NOT TO BE USED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

EXHIBIT A

PREPARED BY:

JS INFRASTRUCTURE PARTNERS

ID	DESCRIPTION	DATE	BY	CHK
4	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	CS
3	ADDRESS FOR COMMENTS	03/31/21	RC	EB
2	REVISED PER SAG COMMENTS	04/08/21	DV	EB
1				

NEW MEXICO
WILLIAM KARSTETTER
PROFESSIONAL ENGINEER
4/8/21

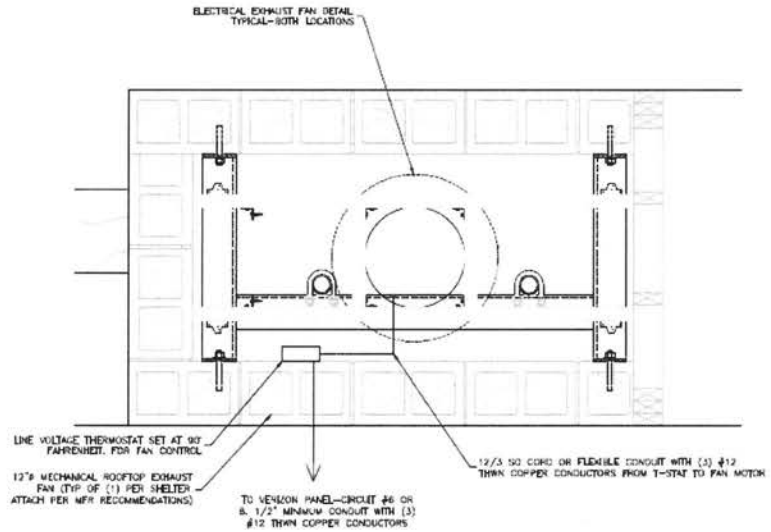
PROJECT NAME:
NM4 SAN FRANCISCO

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:
POWER COORDINATION SITE PLAN

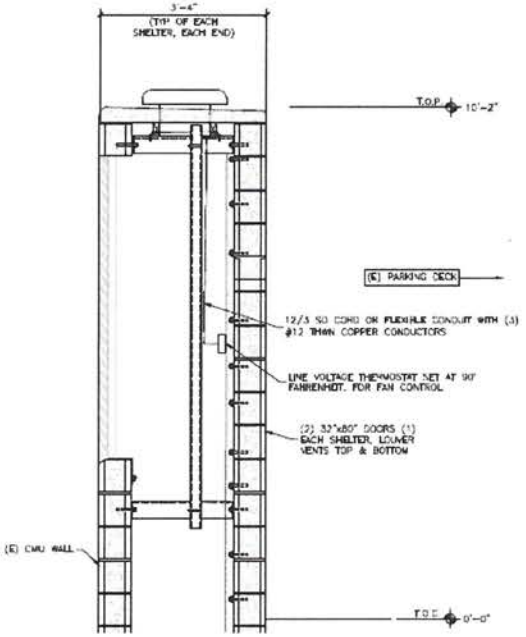
SAVE DATE:
4/8/2021 3:42 PM

SHEET NUMBER:
E2



ENLARGED TOP SECTION
SCALE: 1/2"=1'-0"

NORTH



SECTION
SCALE: 1/2"=1'-0"

ELECTRICAL DETAILS

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

DESIGNED BY:
JS INFRASTRUCTURE PARTNERS

ID	REVISION	DATE	BY
4	PRELIMINARY NOT FOR CONSTRUCTION	03/29/21	BC
3	ADDRESS FOR REVIEW	03/15/21	BC
2	REVISED PER SAD COMMENTS	01/08/21	BC
1			

NEW MEXICO LICENSED ELECTRICAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:
ELECTRICAL DETAILS

DATE:
4/8/2021 3:42 PM

SHEET NUMBER:
E3

EXHIBIT B

[SEE ATTACHED TWO (2) PAGES.]

EXHIBIT B

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"VERIZON WIRELESS (VAW) LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CELLCO PARTNERSHIP" UNDER THE NAME OF "CELLCO PARTNERSHIP", A GENERAL PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 2019, AT 6:13 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019.

3341134 8100M
SR# 20198704120

Authentication: 204268022
Date: 12-20-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delawa re
Secretary of State
Division of Corporations
Delivered 06:13 PM 12/17n019
FILED 06:13 PM 12/17/2019
SR 20198704120 - FileNu mber 3341134

EXHIBIT B

CERTIFICATE OF MERGER OF VERIZON WIRELESS (VAW) LLC INTO CELLCO PARTNERSHIP

Pursuant to Title 6, Section 15-902(c) of the Delaware Revised Uniform Partnership Act and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned general partnership executed the following Certificate of Merger:

FIRST: The name of the surviving general partnership is Cellco Partnership, a Delaware general partnership, and the name of the limited liability company being merged into this surviving general partnership is Verizon Wireless (VAW) LLC, a Delaware limited liability company.

SECOND: The Agreement and Plan of Merger has been approved and executed by each of the surviving general partnership and by the merging limited liability company.

THIRD: The name of the surviving domestic general partnership is Celka Partnership.

FOURTH: The merger is to become effective on December 31, 2019.

FIFTH: The Agreement and Plan of Merger is on file at One Verizon Way, Basking Ridge, New Jersey 07920, the place of business of the surviving general partnership.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving general partnersh ip on request, and without cost, to any partner of the partnership or member of the constituent limited liability company.

SEVENTH: The Statement of Partnership Existence of Cellco Partnership shall be the Statement of Partnership Existence of the surviving general partnership.

IN WITNESS WHEREOF, said general partnership has caused this certificate to be signed by an authorized officer, on December 4, 2019.

CELLCO PARTNERSHIP

By: Karen M. Shipman
Karen M. Shipman
Assistant Secretary

[TEM fl 18-1098

Verizon ID: NM4 San Francisco

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND VERIZON WIRELESS (VAW) LLC

This LEASE AGREEMENT (Lease Agreement) is entered into this 10th day of October, 2018, by and between the CITY OF SANTA FE, N_EW MEXICO, a municipal corporation and a political subdivision of the State of New Mexico (Lessor) and VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS, a Delaware limited liability company, (Lessee) (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives the Lessee a Lease Agreement to enter on and make use of the property of the Lessor as follows:

1. PREMISES

A. Lessor leases to Lessee and Lessee leases from Lessor a certain portion of the city-owned municipal parking garage. The leased premises consist of approximately one hundred fifteen (115) square-feet of surface area on the uppermost parking lot deck, eight (8) vertical feet of air space above the existing surface of the uppermost parking lot deck, and designated space within the interior of the walls of the building structure (the City Building) (collectively, the Premises), as shown on **Exhibit A** attached hereto and incorporated herein. The Premises is located within a certain Lessor-owned parcel of land and building known as 221 W. San Francisco Street located within the municipal boundaries of the City of Santa Fe, in the County of Santa Fe, State of New Mexico (the Property), whereon Lessor owns and maintains the City Building for municipal parking purposes (the Primary Use).

B. Lessee acknowledges that the Premises is necessary to serve the Primary Use and, that to the extent the City Building or any portion thereof is used by Lessee, such use is on a secondary basis only. Notwithstanding any other provision of this Lease Agreement, the operation of Lessee's Communications Facilities shall not disturb or interfere in any material respect with the Lessor's Primary Use of the Property.

In the event that Lessor requires the Premises for its own use, Lessor may require Lessee to relocate all or a part of its Communication Facilities to a mutually acceptable location on the Property. In such event Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires use of the Premises and Lessee shall complete the relocation of its Communication Facilities within this period (the Relocation Period). If the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement in accordance with Section 16.D of this Lease Agreement.

2. EFFECTIVE DATE

This Lease Agreement shall become effective November 1, 2018 (the Effective Date).

3. PERMITTED USE

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the placement of equipment related to the transmission and reception of wireless communications and uses appurtenant thereto (the Permitted Use). In furtherance of the Permitted Use, Lessee may construct, install, maintain, repair, and operate telecommunications equipment, cabinets, wireless communications antennas, cables, and accessories (each, a Communication Facility; collectively, Communications Facilities) on the Premises as shown on

Exhibit A. and perform such other acts as are reasonably necessary to carry out the Permitted Use. The Permitted Use shall also include the right to make any like-for-like replacements and repairs to the Communications Facilities without Lessor's consent but subject to advanced written notice to Lessor. However, in event of emergency, Lessee may proceed with such like- for-like replacements and repairs after making reasonable efforts to notify Lessor.

Any modifications to the Communications Facilities, other than like-for-like replacements and repairs, shall require the Lessor's prior written consent. For any such modifications, if Lessor fails to provide written notice of either consent or denial of consent within thirty (30) days' of Lessor's receipt of such written request, the request for the modifications shall be deemed granted but shall still require prior written notice to Lessor.

B. Construction and Installation of Communications Facilities. Lessee hall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation and construction of Lessee's Communications Facilities. Following Lessor's receiptof such notification, the Parties shall schedule and conduct a meeting in person (the Pre- Construction Meeting) to coordinate any and all site access, utilities, construction, or other issues related to the installation and construction of Lessee's Communications Facilities, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted at the Property no less than ten (10) days prior to the commencement of installation and construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's Communications Facilities commence until all installation and construction issues have been addressed to Lessor's satisfaction, including Lessor's approval of Lessee's installation and construction schedule.

C. Existing Telecommunication Equipment. Lessee has installed temporary telecommunication equipment on the Property prior to the Effective Date pursuant to a License Agreement between the Parties dated August 17, 2018 (City Item# 18-0934). Lessee may continue to maintain and utilize, at Lessee's sole cost and expense, any existing, Lessee-owned temporary telecommunication equipment located on the Property on the Effective Date during the initial installation and construction of Lessee's Communication Facility. Lessee shall, within fourteen (14) days of Lessee's Communication Facility being placed into service, remove all such temporary telecommunication equipment from the Property and return the Property to the condition that existed prior to the installation of the temporary telecommunication equipment.

4. ACCESS AND UTILITIES TO THE PREMISES

A. Access. Lessor grants to Lessee nonexclusive vehicular and pedestrian access for ingress and egress over Lessor's land, including, without limitation, the Property, to the Premises from W. San Francisco Street (the Access Route), as more particularly described and shown on **Exhibit A.** Lessor, at no expense to Lessee, may from time to time change the location of the Access Route upon ninety (90) days prior written notice to Lessee; provided, such relocation shall not interfere with Lessee's ability to access the Communications Facility with motor vehicles, including trucks.

B. Utilities. Lessor grants Lessee the right to install utilities to serve the Premises on and under the Property (the Utility Route), as more particularly described and shown on **Exhibit A.** Lessor may reasonably change the location of the Utility Route upon six (6) months prior written notice to Lessee of such new Utility Route and the costs of relocating Lessee's utility shall be borne by Lessee.

5. TERM

The initial term of this Lease Agreement is five (5) years from the Effective Date (the Initial Term). Thereafter, this Lease Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term), unless Lessee pursuant to Section 21 below delivers to Lessor written notice of Lessee's intent not to automatically renew at least ninety (90) days before the end of the then current term. The Initial Term and any Renewal Terms are hereinafter referred to collectively as, the "Term".

6. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of One Thousand Seven Hundred Dollars ($1,700) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor from time to time, provided that the Parties acknowledge and agree that the initial Rent payment may not be sent until sixty (60) days after the Effective Date.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days thereafter Lessor will suffer damages that are difficult to calculate. Therefore, the Parties agree that if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply firstto any interest owed and then to any principal amount owed.

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one- half percent (2.5%) over the Rent or Holdover Rent in effect during the prior twelve-month period.

D. Lease Initiation Fee. Lessee shall pay Lessor a separate one-time fee of Five Thousand Dollars ($5,000) as additional compensation for Lessor's assent to enter into this Lease Agreement (the Lease Initiation Fee). The Lease Initiation Fee is not Rent, nor any offset to Rent or any other monies that may be owed by Lessor to Lessee, and shall be fully earned by Lessor on the Effective Date. The Lease Initiation Fee is non-refundable in whole or in part and shall be tendered to Lessor within sixty (60) days of the Effective Date.

7. MAINTENANCE

A. Lessee shall maintain its Communication Facilities so that their external appearance conforms to that which is shown in **Exhibit A**, subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace the Communications Facilities pursuant to Section 3.A above.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Premises, the Property, the Access Route and the Utility Route, to the extent caused by Lessee's: (i) construction, operation, maintenance, or other use of the Lessee's Communication Facilities; or (ii) negligence or willful misconduct. Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Premises, the Property, the Access Route and the Utility Route, to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused

by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee.

F. Lessor covenants that it will keep the Property in good repair as necessary to support Lessee's Communications Facilities and as required by all federal, state and local laws.

8. UTILITIES

Lessee shall bear sole and full responsibility for all utilities related to its use of the Premises. Lessee, at its sole cost and expense, shall secure, install and maintain separately metered utilities from any public utility company for its uses at the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A.** Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by Lease Agreement or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

9. HOLDOVER & HOLDOVER RENT

A. Subject to Section 10.B, Lessee's right to possess the Premises, and to use the Access Route and the Utility Route, shall immediately terminate at the end of the final Renewal Term as described in Section 5 or upon termination of this Lease Agreement, unless the Parties are then currently negotiating in good faith to enter into a new Lease Agreement for the Premises.

B. If Lessee fails to remove its Communications Facilities and restore the Property and Premises to Lessor in accordance with Section 10.B, then this Lease Agreement shall continue in full force and effect (the Holdover Period) except that: (i) the Term shall then be month-to- month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's Communication Facilities brought onto the Premises and the Property by Lessee constitute Lessee's personal property and Lessee may, in Lessee's sole discretion, remove any part of its Communications Facilities at any time during the Term or the removal period set forth herein in any way that does not damage the Premises, the Property, the Access Route or the Utility Route.

B. Notwithstanding anything in this Lease Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Lease Agreement, Lessee shall remove all of its above-ground improvements and will, to the reasonable satisfaction of Lessor, restore the Premises to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of all footings, foundations and concrete installed at the Premises to a depth of two (2) feet below grade.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this Section shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Lease Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent (as applicable) until Lessee has completed all requirements of this Section 10 to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that existing as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11.A, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.

B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Lessee's Communication Facilities, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents ($1,000,000.00) each accident/disease/policy limit; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount of Two Million Dollars and No Cents ($2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds as their interest may appear under this Agreement. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Upon receipt of notice from its insurer(s) Lessee will provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. **TAXES**

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or otherwise imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax if the Lessor promptly invoices the Lessee for reimbursing the amount of such tax actually payable by Lessor; provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest. Lessee shall be solely responsible for the timely payment of such taxes, if any, and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, the Access Route or the Utility Route.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes previously paid

by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. **ASSIGNMENT & SUBLEASING**

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Lease Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Lease Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section 14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

(i) any change of stock ownership, partnership interest, or complete control of Lessee; or

(ii) transfer upon partnership or corporate dissolution of Lessee; or

(iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which Lease Agreement may be Sold, Assigned, or Transferred. Lessor acknowledges and agrees that this Lease Agreement may in whole be sold, assigned or transferred by Lessee without any approval o consent of Lessor to:

(i) Lessee's principal or to any f the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or

(ii) any entity which acquires fi y percent (50%) or more of Lessee's assets in the market defined by the Federal Communicat ons Commission (FCC) in which the Premises is located by reason of a merger, acquisition or , ther business reorganization.

E. Inter-com an Roamin A ree ents. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. **DEFAULT & RIGHT TO CURE**

A. The Parties deem the following as a default by Lessee and a breach of this Lease Agreement:

(i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or

(ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially

commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Lease Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Lease Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Lease Agreement if the performance remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Lease Agreement terminated.

16. TERMINATION

A. Termination by Lessee. Lessee may terminate this Lease Agreement:

(i) upon thirty (30) days written notice to Lessor if, prior to Lessee's initial installation of the Communication Facilities, Lessee either: (a) obtains unacceptable results of any tests, or (b) determines that the Premises is inappropriate or unnecessary for Lessee's business; or

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Communications Facilities or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(iii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Lease Agreement beyond all applicable cure periods; or

(iv) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Lease Agreement pursuant to Section 16.A(iv), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent for the then current five-year Term.

Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Lease Agreement if:

(i) Lessee fails to cure any monetary breach of this Lease Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful interference with Lessor's equipment pursuant to Section 11.A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Lease Agreement beyond all applicable notice and cure periods.

D. Termination by Either Party. Pursuant to Section 1.B of this Lease Agreement, if the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement by delivering written notice of such termination to the other Party and this Lease Agreement shall terminate thirty (30) days after receipt of such notice.

E. Upon termination of this Lease Agreement, Lessee shall comply with the removal and restoration provisions herein.

17. **CONDEMNATION**

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for Lessee's Communication Facilities, Lessee may termination this Lease Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. **CASUALTY**

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Premises, the Property, the Access Route or the Utility Route, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Communication Facilities or Premises is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Premises, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent (if applicable) and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. **WARRANTIES**

The Parties warrant as follows:

A. Compliance with Laws. Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Lease Agreement; and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Premises, the Property, the Access Route or the Utility Route, except as specifically provided for pursuant to this Lease Agreement.

20. ENVIRONMENTAL

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, the Access Route or the Utility Route. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B. Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, the Access Route or the Utility Route, to the extent caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party.

C. The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, Access Route, or Utility Route before the date of this Lease Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Lease Agreement.

21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor
City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:
City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

Either Party may change its notice addresses in this Section written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22. **WAIVER OF LIENS**

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

23. **BANKRUPTCY**

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Lease Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Lease Agreement is and shall be treated for all purposes and considered for all intents as an "unexpired lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

B. Any person or entity, to which this Lease Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. **TECHNICAL STANDARDS**

Lessee agrees that the physical installation and operation of its Communication Facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. **MEMORANDUM OF LEASE**

Lessee or Lessor may record a "Memorandum of Lease" in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa

Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Lease Agreement for examination does not constitute an offer to lease the Premises and this Lease Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Lease Agreement and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Lease Agreement and those of any exhibits attached hereto, the words of this Lease Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Lease Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor-authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Lease Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Lease Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publically disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Lease Agreement.

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Premises, the Property, the Access Route and the Utility Route, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B. Lessee is solely responsible for complying with the City of Santa Fe Municipal Code and for payment of all governmental fees.

C. Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Communications Facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents. To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered

including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Lease Agreement. In no event shall such indemnification obligations under this Lease Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or it's elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, the Property, the Access Route or the Utility Route, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Communication Facilities, except to the extent such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its partto be performed or complied with; and

(v) Any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Premises. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Premises or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel selected by Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement. Nothing in this Lease Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance

with this Lease Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. **MISCELLANEOUS**

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Lease Agreement.

C. Survival. Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive, whether or not specifically required in any Section or provision of this Lease Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Lease Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Lease Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

F. Choice of Laws and Venue. This Lease Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Lease Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Lease Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Lease Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Lease Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Lease Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Lease Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This Lease Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Lease Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Lease Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request.

L. Successors. This Lease Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease Agreement.

0. 47 U.S.C. § 1455(a) Inapplicable to this Lease Agreement. The Parties acknowledge and agree that Lessor grants this Lease Agreement in its proprietary capacity as land owner of the Premises, the Property, the Access Route and the Utility Route. The Parties further acknowledge and agree that the provisions of 47 U.S.C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630, 126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Lease Agreement.

P. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego

such due diligence necessary to determine the condition and suitability of the Premises and Property.

Q. No Partnership. This Lease Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be effective as of the Effective Date specified herein.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTOR

BUS.UNIT/LINE ITEM: 51150.460350

LESSEE:
VERIZON WIRELESS (VAW) LLC
d/b/a VERIZON WIRELESS

Desiree Jackbir, DIRECTOR
NETWORK - FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 4 day of OCTOBER 2018, by ~~Clifton Carey, Executive~~ Desiree Jackbir, Director – Network Field Engineering, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware corporation.

NOTARY PUBLIC

My Commission Expires: 06/01/2021
(SEAL)

Notary Public State of Arizona
Maricopa County
Bryan Rudd
My Commission Expires 06/01/2021

48973793.1

EXHIBIT A

[SEE ATTACHED SHEETS]

verizon

NM4 - SAN FRANCISCO
VZW PROJECT #: 20181747221
ASSESSOR'S PARCEL NO. 993-05-471
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
SANTA FE COUNTY
EXISTING 30'-0" BUILDING
OVERALL HEIGHT: 30'-0" A.G.L.
NSB

ENGINEERING

2012 INTERNATIONAL BUILDING CODE OR LATEST EDITION
2014 NATIONAL ELECTRICAL CODE
TIA-222-G OR LATEST EDITION

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT FOR DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT FOR SENDING AND RECEIVING TELECOMMUNICATIONS NETWORK. THE SCOPE WILL CONSIST OF THE FOLLOWING:

ROOFTOP MOUNT:
- PROPOSED (3) PANEL ANTENNAS
- PROPOSED (6) REMOTE RADIO HEADS (RRHs)
- PROPOSED (3) DUP UNITS
- PROPOSED (2) HYBRID FLEX CABLES
- PROPOSED (6) BALUNS

GROUND MOUNT:
- PROPOSED (2) DUP UNITS
- PROPOSED (1) EXTENSION CABINET
- PROPOSED (1) BB/RRUS, 2900/PRIMARY
- PROPOSED (1) 6160
- PROPOSED (1) TALLED CABINET
- PROPOSED (1) POWER DISTRIBUTION BOX/PANEL
- PROPOSED (2) H-FRAME

SITE INFORMATION

PROPERTY OWNER:	CITY OF SANTA FE
ADDRESS:	200 LINCOLN AVE. SANTA FE, NM 87504-1628
BUILDING OWNER:	CITY OF SANTA FE
SITE CONTACT:	JAYSON HARDMAN (505) 660-5515
LATITUDE (NAD 83):	35° 41' 15.04" N
LONGITUDE (NAD 83):	105° 56' 19.57" W
GROUND ELEVATION:	6413.3 FEET AMSL
JURISDICTION:	CITY OF SANTA FE
ZONING:	TYPE 3 – RESIDENTIAL DWELLING/PUBLIC (R3/PUB)
PARCEL #:	993-05-471
COUNTY:	SANTA FE
OCCUPANCY GROUP:	U
CONSTRUCTION TYPE:	V-B
POWER COMPANY:	TBD
TELEPHONE COMPANY:	–

PROJECT TEAM

PROJECT MANAGER
JAYSON HARDMAN
WEST ELEMENT, LLC
ALBUQUERQUE, NM 87111
(505) 660-5515

ENGINEER
BLACK & VEATCH CORPORATION
8400 E. LINCOLN AVE, SUITE 220
LAS VEGAS, NV 89123
CONTACT: VICTOR HUNCOVSKY
PHONE: (913) 458-4529
hunkovskyv@bv.com

SITE ACQUISITION/ZONING
BLACK & VEATCH CORPORATION
8400 E. LINCOLN AVE, SUITE 220
LAS VEGAS, NV 89123
CONTACT: JAMY ADDAZIO
PHONE: (913) 458-6771
EMAIL: AddazioJM@bv.com

LOCATION MAPS

VICINITY MAP

LOCAL MAP

NO SCALE

DRIVING DIRECTIONS

1) HEAD NORTH ON ELIGNACIO MARTINEZ NORTHEAST, GO 0.2 MI. 2) TURN LEFT ONTO OPEN ROAD NORTHEAST, GO 1.0 MI. 3) TURN RIGHT ONTO OLD AGUA SHELDONE NORTH EAST, GO 0.3 MI. 4) TURN RIGHT ONTO PAN AMERICAN FREEWAY, GO 0.1 MI. 5) KEEP LEFT ONTO I-25 NORTH ENTRY, GO 0.1 MI. 6) MERGE ONTO I-25 NORTH, GO 39 MI. 7) TAKE EXIT 282A FOR LA-285 NORTH/US-84 NORTH, GO 0.3 MI. 8) CONTINUE ON US-285 NORTH/US-84 NORTH, GO 2.7 MI. 9) TURN RIGHT ONTO CERRILLOS ROAD, GO 0.8 MI. 10) KEEP LEFT ONTO SANDERS, GO 0.2 MI. 11) TURN RIGHT ONTO WEST SAN FRANCISCO STREET, GO 0.1 MI. 12) SITE WILL BE ON THE RIGHT.

ISSUED FOR PERMIT
NOT TO BE USED FOR CONSTRUCTION

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DRAWINGS AND AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY REQUIRE CHANGES OR MODIFICATIONS.

VERIZON PM: _____ DATE: _____
SITE ACQ MANAGER: _____ DATE: _____
PROPERTY OWNER: _____ DATE: _____

DRAWING INDEX

SHEET NO	SHEET TITLE	REV
T1	INDEX SHEET	0
GN1	LEGEND & ABBREVIATIONS	0
GN2	GENERAL CONSTRUCTION NOTES	0
GN3	GENERAL ELECTRICAL NOTES	0
C1	SITE PLAN	0
C2	ENLARGED SITE PLAN	0
C3	ELEVATIONS	0
C4	PROPOSED ANTENNA LAYOUT & SCHEDULE	0
C5	EQUIPMENT DETAILS	0
C6	EQUIPMENT DETAILS	0
C7	ELECTRICAL PLAN & ELECTRICAL EQUIPMENT LAYOUT	0
C8	ELECTRICAL 1LT SHT-LINE & SCHEDULE	0
C9	ELECTRICAL SLD SHT-LINE & SCHEDULE	0
C10	GROUNDING SHT-LINE & PLANS	0
C11	GROUNDING DETAILS	0

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

UNDERGROUND SERVICE ALERT
UTILITIES PROTECTION CENTER, INC.
811

verizon

BLACK & VEATCH
BLACK & VEATCH CORPORATION
8400 E. LINCOLN AVENUE, SUITE 220
LAS VEGAS, NV 89123

PROJECT NO:	167054
DRAWN BY:	PSU
CHECKED BY:	MB

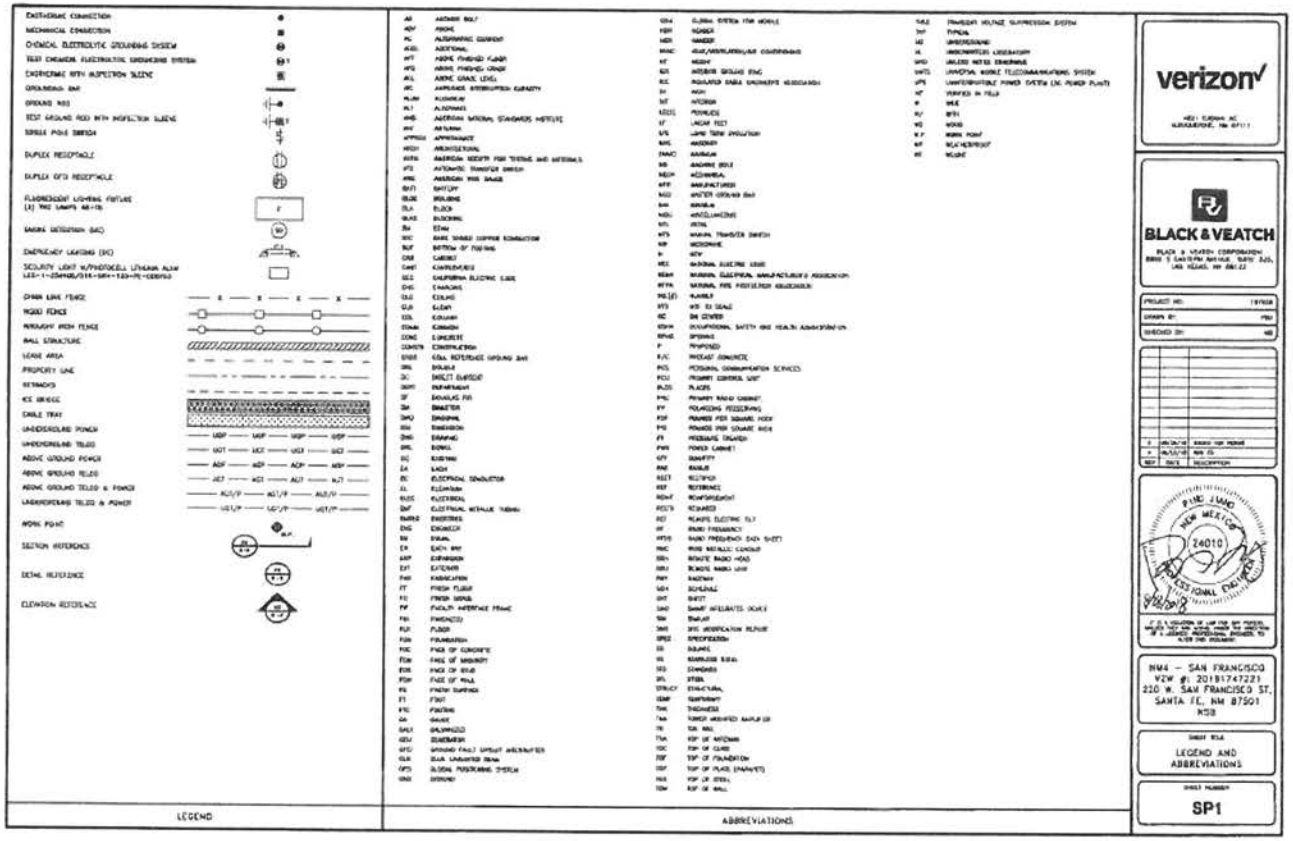
NO	DATE	DESCRIPTION
A	10/24/18	ISSUED FOR REVIEW
B	11/26/18	ADD CD

NEW MEXICO 24010 PROFESSIONAL ENGINEER

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
INDEX SHEET

SHEET NUMBER
T1


LEGEND
ABBREVIATIONS
verizon
BLACK & VEATCH
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB
LEGEND AND ABBREVIATIONS
SP1

GENERAL CONSTRUCTION NOTES

GENERAL CONSTRUCTION

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   GENERAL CONTRACTOR = OVERLAND CONTRACTING INC. (OCI)
   CONTRACTOR, CONSTRUCTION)
   OWNER = VERIZON
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND VERIZON PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR TRANSPORTING LIQUIDLY WITH ALL CONTRACT REQUIREMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING. ANY DISCREPANCIES MUST BE RESOLVED TO THE SATISFACTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. GENERAL CONTRACTOR SHALL OBTAIN ALL APPROPRIATE PERMITS AND COMPLY WITH ALL STATE ORDINANCES, RULES, REGULATIONS, AND SAFETY ORDERS OF ANY PUBLIC AUTHORITY TRANSACTING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE SUBCODES AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THOSE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY. UNLESS OTHERWISE NOTED, DIMENSIONS GIVEN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. STRUCTURAL MEMBERS, EQUIPMENT OR BAR MINIMUM REQUIRED CLEARANCE, DIMENSIONS, IF IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE OWNER PRIOR TO PROCEEDING WITH THE WORK. ANY CHANGES MADE TO THE CONTRACT DOCUMENTS WITHOUT THE KNOWLEDGE AND CONSENT OF THE OWNER AND ENGINEER SHALL BE REQUIRED TO BE CORRECTED TO CONFORM WITH SUCH SPECIFICATIONS, SHALL BE INCLUDED AS PART OF WORK AND PERFORMED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL OF THE OWNER PRIOR TO PURCHASING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE BY A RESPONSIBLE MEMBER OF COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. ALL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK PERIODICALLY COMPLETED IS REPRESENTED BY UNIT SYMBOLS LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY UNIT SYMBOLS LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT VARIES FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENT, CURBS, LANDSCAPING AND STRUCTURES NOT SCHEDULED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION LEASE AND COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF ACE LESS THAN 2-A OR 1-A-10-BC AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING HOLES AROUND OR NEAR BURIED, ENERGIZED SHALL PROVIDE SAFETY TRAINING FOR ALL WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO ALL FALL PROTECTION, TO CONFINED SPACE, TO ELECTRICAL SAFETY, AND TO TRENCHING & EXCAVATION.
23. ALL EXISTING MACHINE SCREW, METAL, BOLTS, ELECTRIC, AND OTHER UTILITIES, WHICH NECESSITATE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEERS, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND ANY CONCRETE OR THE TENNIS COURTSIDE OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND SEEDED/SOD TO PREVENT EROSION.
25. CONTRACTOR SHALL MAINTAIN DRAWINGS TO THE EXISTING SITE DURING CONSTRUCTION. CHANGES/CONFLICTS ENCOUNTERED DURING CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EMERGENCY AND WORKMAN CONTROL.
26. NO TOXIC OR HAZARDOUS MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS SUCH AS ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE CONTRACTOR SHALL BE RESPONSIBLE TO A MINIMUM WORKING DEPTH AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 85 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL ACCESSORY MATERIAL (STRAPS, BOLTING, STAINS, STENCILS, AND OTHER) REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL SPECIFICATIONS, OPERATIONS AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT PRINTS/FILES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
31. CONSTRUCTION SHALL LOOK FINISHED IN A CLEAN CONDITION.
32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
33. EQUIPMENT IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY VERIZON TECHNICIANS.
34. NO OUTDOOR STORAGE OF SOLID WASTE DISCHARGES ARE PROPOSED.
35. ALL ANTENNA SHALL BE PLUMBED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST VERIZON GRounding STANDARD.
36. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CHANGES DESIGN + POWER, THEY ALSO NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REGULATIONS.
40. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

ANTENNA MOUNTING

41. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
42. ALL STEEL ANTENNAS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123, "ZINC (HOT-DIP) GALVANIZED COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
43. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
44. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
45. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
46. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
47. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNA PERFORM AS DESIGNED.
48. PRIOR TO SETTING ANTENNA MOUNTING AND AZIMUTHS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA MOUNTING SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN ±3° AS DEFINED BY THE RAN ANTENNA AZIMUTHS SHALL BE WITHIN ±1° AS DEFINED BY THE RAN.
49. ANTENNA FROM THE FACE SHALL BE PERPENDICULAR TO OPPOSITE ORIENTATION'S ON EACH SECTOR.
50. CONTRACTOR SHALL RECORD THE SERIAL # LOCATION AND POSITION OF EACH ACTUATOR INSTALLED BY RFC ANTENNAS AND PROVIDE THE INFORMATION TO VERIZON.
51. UNITS SHALL BE MOUNTED ON PIPE SHELTER GUARD MOUNTING AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
52. ANTENNAS SHALL HAVE A 2'-0" MIN CLEARS BE CENTER HORIZONTAL SEPARATION.

TORQUE REQUIREMENTS FOR RF COMPONENT CONNECTIONS (NON-STRUCTURAL)

53. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
54. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM ONTO SIDES OF THE CONNECTION.
   A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
   B. GROUNDING AND ANTENNA HARDWARE ON THE HOT SIDE STARTING FROM THE THREADS TO THE NON-SURFACE. EXAMPLE OF SOLID SURFACES GROUND BAR, ANTENNA BRACKET WITH.
55. ALL 4.3-10 ANTENNA HARDWARE SHALL BE TORQUED TO 9 LB-FT (12 Nm).
56. ALL 7/16 ANTENNA HARDWARE SHALL BE TORQUED TO 15 LB-FT (20 Nm).
57. ALL GROUNDING HARDWARE SHALL BE TORQUED USING THE LOCK WASHER COLLAPSED AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
58. ALL DIN TYPE CONNECTIONS SHALL BE TORQUED TO 15-22 LB-FT (20.4 ~ 29.8 Nm).
59. ALL 4 TYPE CONNECTIONS SHALL BE TORQUED TO 15-20 LB-ft (1.7 ~ 2.2 Nm).

FIBER & POWER CABLE MOUNTING

60. THE FIBER OPTIC TRUNK CABLE(S) SHALL BE INSTALLED INTO CONDUITS, DIAMOND, CABLE TRAYS, OR CABLE RUNS WHICH INSTALLING FIBER OPTIC TRUNK CABLES AND A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN EXIST DUCT AND A PLASTICS BARRIER SHALL BE INSTALLED BETWEEN THE FIBER AND CABLES AND THE WIRE RUNS IN ORDER TO SEGREGATE CABLE TYPES). OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (30) SIXTY FEET AND SEPARATELY FASTENED TO THE CABLE TRAY SYSTEM WITH TIE (ONE) ARTICLE 770 RULES SHALL APPLY.
61. THE TYPE 15-GP CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE FASTENED AT INTERVALS NOT EXCEEDING (5) SIX FEET, OR EXCEPTION WHERE TYPE 15-GP CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO BIND A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHERE ARE SURFACE STRUCTURES (SUPPORT OF DEVICE). A MINIMUM (5) SIX FEET SHALL NOT BE EXCEEDED WITHOUT SUPPORTING WITH TIE (ONE) ARTICLE 336 AND 280 RULES SHALL APPLY.
62. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE 15-GP CABLES INTO CONDUITS, NEMA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

COAXIAL CABLE NOTES

63. PHASE AND STATE OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON DIMENSIONED LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
64. CONTRACTOR SHALL VERIFY THE OPEN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
65. CONTRACTOR SHALL CONFIRM RAN COLOR CODING PRIOR TO CONSTRUCTION.
66. ALL SWEEPS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6 -0".
67. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT INTERVALS NOT TO EXCEED 4'-0" OC.
68. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
69. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SCOTCH 33+ SCOTCH 88 AND COMPLETE WITH MANUFACTURER'S SPECIFICATIONS.

GENERAL CABLE & EQUIPMENT NOTES

70. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY INTERNAL TIES, SPECIFICATIONS, AND CONFIGURATIONS, MAKE AND MODELS PRIOR TO INSTALLATION.
71. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BONDING, ETC. SHALL BE INSTALLED PER VENDOR MANUFACTURER'S RECOMMENDATIONS.
72. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/ERECTION DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
73. ALL ENTRANCE BY CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTIONS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF LAP WIDTH OVERLAP ON EACH TURN AND EVERY LAYER SHALL BE APPLIED TIGHT. THICK WEATHERPROOFING SHALL BE SCOTCH #33+/#7 EQUIVALENT. BUTYL RUBBERS IS NOT ALLOWED.
74. ALL CABLES SHALL BE LABELLED WITH COAXIAL CABLE LABELS NOT LESS THAN 24" FROM THE MANUFACTURER'S RECOMMENDATIONS.
   A. GROUNDING AT THE ANTENNA LEVEL.
   B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0". ADDITIONAL CABLE GROUNDING REQUIRED.
   C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
   D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
   E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
75. ALL PROPOSED GROUND BAR BONDINGS ARE TO BE TERMINATED TO THE EXISTING PERIMETER GROUND BAR DOWNLOADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.
76. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONFIGURATION IS THE CORRECT MAKE AND MODELS PRIOR TO INSTALLATION.
77. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BONDING, ETC. SHALL BE INSTALLED PER VENDOR MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
78. ANTENNA CONFIRMATION SHALL PURCHASE AND INSTALL A 10'-0" T-MOUNT SECTION ANTENNA MOUNT, IF APPLICABLE, INCLUDING ALL HARDWARE.

verizon

1021 CLEMENS RD
HENDERSONVILLE, TN 37111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8911 E EASTERN AVENUE, SUITE 353,
LAS VEGAS, NV 89123

PROJECT NO:	197000
DRAWN BY:	PSD
CHECKED BY:	MB

A	06/04/20	ISSUED FOR REVIEW
B	06/09/20	ADDED SITE
REV	DATE	DESCRIPTION

PING J LIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
6/9/20

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DRAWING.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
GENERAL CONSTRUCTION NOTES

SHEET NUMBER
SP2

GENERAL ELECTRICAL NOTES

PART 1 – GENERAL

1.1 SCOPE OF WORK:

A. CONTRACTOR SHALL INSPECT THE EXISTING SITE CONDITIONS PRIOR TO SUBMITTING HIS BID. ANY EXISTING CONDITIONS WHICH DIFFER FROM THOSE SHOWN ON THE DRAWINGS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE BEFORE THE START OF WORK. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY FOR CONDITIONS WHICH COULD HAVE BEEN DISCOVERED BY SUCH INSPECTION.

B. THE CONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL NOTICES, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION OF THE WORK UNLESS OTHERWISE NOTED.

C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND EQUIPMENT. WHERE THE EXACT LOCATION OF EQUIPMENT IS NOT SHOWN, CONTRACTOR SHALL VERIFY ALL DIMENSIONS, AND NO EXTRA CHARGE WILL BE ALLOWED TO ACCOMMODATE EQUIPMENT.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES:

A. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODES, AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES. CONTRACT DRAWINGS SHALL BE THE MINIMUM BASIS FOR THE DESIGN AND CONSTRUCTION OF EQUIPMENT & SYSTEMS COMPLYING WITH THE LATEST EDITIONS OF NEC.

1.3 REFERENCES:

A. THE SPECIFICATIONS LISTED BELOW ARE PART OF THE SPECIFICATIONS. EACH PUBLICATION SHALL BE THE LATEST EDITION IN EFFECT ON THE DATE OF THE CONTRACT, UNLESS OTHERWISE NOTED. WHERE REFERENCE IS MADE TO ONE OF THESE STANDARDS, THE REVISION IN EFFECT ON THE DATE OF THE CONTRACT SHALL APPLY. UNLESS A REVISION IS INDICATED, THE LATEST REVISION OF THE STANDARD SHALL APPLY. NOTHING CONTAINED IN THESE SPECIFICATIONS SHALL BE CONSTRUED TO CONFLICT WITH THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.

1. AMERICAN NATIONAL STANDARDS INSTITUTE (STANDARDS ASSOCIATION)
2. ASTM (FOR NEW SOCIETY FOR TESTING AND MATERIALS)
3. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)
4. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
5. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
6. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
7. UL (UNDERWRITERS LABORATORIES, INC.)

1.4 SCOPE OF WORK:

A. THESE CHECK LIST SYSTEM SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL, AND ASSOCIATED SERVICES REQUIRED TO COMPLETE FOLLOWS CONSTRUCTION AND BE OPERATIONAL.

B. ALL ELECTRICAL EQUIPMENT SHOWN AND CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINAGE, TRENCHES, SHORING, AND REMOVAL OF EXCESS DIRT.

D. THE CONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.

E. THE CONTRACTOR SHALL FURNISH A COMPLETE SET OF AS-BUILT DRAWINGS, DESCRIBING ALL WIRING, EQUIPMENT DISPOSITIONS, AND CHANGES WHICH DEVIATING THE CONTRACT. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED AT COMPLETION OF THE PROJECT.

PART 2 – PRODUCTS

2.1 GENERAL:

A. ALL MATERIALS AND EQUIPMENT SHALL BE UL LISTED, NEW, AND FREE FROM DEFECTS.

B. ANY TYPES OF MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.

C. ALL EQUIPMENT SHALL BEAR THE LABORATORIES LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.

D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, UNLESS OF SERIES OR CASCADE RATED. A SHORT CIRCUIT CURRENT RATING MAY EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 BUT THE SHORT CIRCUIT RATING SHALL NOT EXCEED THE CONFORMING JURISDICTION.

2.2 MATERIALS AND EQUIPMENT:

A. CONDUIT:

1. RIGID METAL CONDUIT (RMC) SHALL BE HOT-DIPPED GALVANIZED STEEL AND OUTSIDE INCLUDING ENDS AND THREADS AND SHALL BE OF UNCOATED TOOLS OF MEDIUM TO MAXIMUM.
2. INTERMEDIATE METAL CONDUIT SHALL BE UL LISTED.
3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPATIBLE AND SUITABLE FOR THE PURPOSE. GROUNDING BUSHINGS WITH INSULATED THROATS SHALL BE INSTALLED ON ALL CONDUIT TERMINATIONS.
4. NONMETALLIC CONDUIT AND FITTINGS SHALL BE CONDUITLE AS PVC, INSTALL USING SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

B. CONNECTORS AND CABLE

1. CONNECTORS AND CABLE SHALL BE FLAME-RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC. SHEET INSULATION, COPPER, TYPE THWN/THWN-2, 600 VOLT, UNLESS OTHERWISE. (TO FIND SHALL BE THE MINIMUM SIZE CONDUCTOR USED)
2. #10 AND #12 SOLID CONNECTOR SHALL BE SOLID OR STRANDED SIZE #8 AND ABOVE LARGER CONNECTIONS SHALL BE STRANDED.
3. SOLDERLESS COMPRESSION-TYPE CONNECTIONS SHALL BE USED FOR TERMINATION OF ALL STRANDED CONNECTIONS.
4. SPRING-HELD SUPPORTS (BOX) SHALL BE HARDOLL FOLLOWS OR APPROVED EQUAL. CABLES SHALL BE SUPPORTED IN ACCORDANCE WITH THE NEC AND CABLE MANUFACTURER'S RECOMMENDATIONS.
5. ALL CONDUCTORS SHALL BE TAGGED AT BOTH ENDS OF THE CONDUCTOR, AT ALL PULL BOXES, J-BOXES, EQUIPMENT AND LOADING AND SHALL BE IDENTIFIED WITH MATERIALS PLASTIC TAGS (SCOTCH CRAFT, BRADY, OR APPROVED EQUAL).

C. DISCONNECT DEVICES:

1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, HEAD-PIVOT, QUICK-MAKE, QUICK BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCK WITH COVER IN CLOSED POSITION, RATED AS INDICATED, UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE-D OR ENGINEER APPROVED EQUAL.

D. CHASSIS, ELECTROSTATIC GROUNDING SYSTEM:

1. PANEL CHASSIS GROUNDING AS REQUIRED, THE SYSTEM SHALL BE ELECTROLYTIC MAINTENANCE FREE ELECTRODE CONSISTING OF ROD, WITH A MINIMUM #2 PVC UV CONVENTIONAL WELDED PIPE/WELL PROTECTIVE HOUSED AND BOLTED, BURIED, GROUND ROD SHALL BE LENGTH OF GROUNDING ROD TYPES 10'+1'X3 OR 10'+1'X3 1/2 UNLESS AS INDICATED.
2. GROUND ACCESS BOX SHALL BE A POLYMERIC BOX FOR NON-TRAFFIC APPLICATIONS INCLUDING BOLT DOWN FLUSH COVER WITH "GROUNDING" MOLDED AT WORK, #8-32 ALL GROUNDING BUSHINGS AND CONNECTIONS WITHOUT SHALL BE PROVIDED WITH EXCELLENT LABELED MANUFACTURED INDICATING EQUIPMENT CONTROLLED BRANCH GROUPS AS ALLOWING, AND THE ELECTRICAL POWER SOURCE.
3. BUSHING MATERIAL SHALL BE LITHOSTATE AND LINCOLN GROUNDING SERVICE.

E. SYSTEM GROUNDING:

1. ALL GROUNDING COMPONENTS SHALL BE TINNED AND GROUNDING CONDUCTOR SHALL BE AT ANY RATE, SOLID, TINNED, COPPER UNLESS OTHERWISE INDICATED. CONNECTIONS SHALL BE BOLTED WHERE PRACTICAL.
2. GROUNDING BUSES SHALL BE BARE TINNED, ANNEALED COPPER BARS OF RECTANGULAR CROSS-SECTION, STANDARD SIZE BARS WIDE SHALL BE PREDRILLED AND INSTALLED BY THE CONTRACTOR. BUS SHALL NOT BE PAINTED/COATED OR MODIFIED IN ANY FIELD. ALL GROUNDING BUSES SHALL BE IDENTIFIED WITH MINIMUM 3/4" LETTERS BY MEANS OF STENCILING OR DESIGNATION PLATE.
3. CONNECTIONS SHALL BE HIGH-CONDUCTIVITY, HIGH PRESSURE CONNECTIONS, INCLUDING CONNECTIONS FOR THE WIRE-TO-WIRE, WIRE-TO-BUS, AND BUS-TO-BUS. CONNECTIONS SHALL BE MADE WITH BOLT SURFACE FOR CONNECTIONS AND SPACE FOR TO BE CLEANED AND INSPECTION KNOWN AND CLEAR FROM GREASE.
4. ELECTRICAL RELIEF CONNECTIONS SHALL BE PERMITTED TO USE TOOL THAT DEVELOPS FOR THE SPECIFIC WIRE SIZES. FOLLOW MANUFACTURER'S CONNECTIONS AND SPACE TOOL TO BE CLEANED.
5. SPRING HEAD SHALL BE USED BEFORE, DEPTH-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER ENCLOSURE, SIZES AS INDICATED TO CORE, 5/8"X10'-0". ALL GROUNDING ROD SHALL BE INSTALLED WITH GROUNDING CLAMPS.
6. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS IN COMPLIANCE WITH THE VERSION SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTOR SHALL BE SIZED AS AT ALL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.

F. OTHER MATERIALS:

1. THE CONTRACTOR SHALL PROVIDE SPACE MATERIALS THROUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF ITS TRADE.
2. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.

G. PANELS AND LOAD CENTERS:

1. ALL PANEL IDENTIFIERS SHALL BE TYPEWRITTEN.

PART 3 – EXECUTION

3.1 GENERAL:

A. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

B. EQUIPMENT SHALL BE NEWLY ERECTED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST MECHANICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABOR AND WORKMANSHIP:

A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE INSTALLED BY EXPERIENCED WORKERS AS A NEAT AND WORKMAN-LIKE MANNER.

B. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, CLEANED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE SPECIFIED PERFORMANCE.

C. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT SURFACES ALL LABELS AND OPERATING INSTRUCTIONS SHALL BE CLEANED AND LEFT IN GOOD CONDITION AND CLEAR FOR INSTALLATION FINISHED AND READY FOR OPERATION.

3.3 COORDINATION:

A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE WORK.

3.4 INSTALLATION:

A. CONDUIT:

1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4 INCH TRADE SIZE.
2. PLENUM AREA AND ACCESSIBLE TO OWNERS FOR ALL SERVICE AND OPERATING NEEDS SHALL NOT BE INSTALLED FOR EXPOSED GROUPED WORK AND SHALL NOT EXCEED TO MATERIAL SHALL.
3. INSTALL SIZE AS THE CONDUIT WITH A MINIMUM DEPTH OF 24" UNDER ROADWAYS, PARKING AREAS, DRIVES, AND ALLEYS. CONDUIT SHALL HAVE A MINIMUM DEPTH OF 18" BY ALL OTHER NON-TRAFFIC APPLICATIONS (EITHER TO 2000 AREA, UNLESS OTHER).
4. USE ON MASTER PLUGGED STEEL CONDUIT WHERE DIRECT CONNECTION TO EQUIPMENT WITH MOVEMENT VIBRATION, OR AIR GAPS OF MAINTENANCE ARE LARGE THAN 1'(THREE) WITH CONDUIT THE EQUIPMENT APPLICATIONS. INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL POINTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORTED TO ALLOW FOR EXPANSION AND CONTRACTION.
5. A RUN OF CONDUIT BETWEEN BOXES OR EQUIPMENT SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF THREE QUARTER-BENDS. CONDUIT BEND SHALL BE MADE WITH TOOL SO THAT THE INTERIOR DIAMETER OF THE TUBING SHALL NOT BE REDUCED.
6. FIELD FABRICATED CONDUITS SHALL BE CUT SQUARE WITH A CONDUIT CUTTING TOOL AND REAMED TO PROVIDE A SMOOTH INSIDE SURFACE.
7. PROVIDE INSULATED GROUNDING BUSHING FOR ALL CONDUITS.
8. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL CONDUCTOR SLEEVE CONSTRUCTION, EQUIPMENT OPENINGS & THE EQUIPMENT SUPPLIER SHALL BE NOTIFIED IN WRITING OF ANY CONFLICTS. IF MINIMUM CLEARANCES OF MANUFACTURER'S RECOMMENDATIONS CANNOT BE MAINTAINED, THE CONTRACTOR SHALL REPLACE ANY CONFLICTS EQUIPMENT/OTHER MATERIALS, THAT CANNOT BE RELOCATED.
9. ALL CONDUITS SHALL BE REAMED CLEAR OF BURRS OR APPROPRIATE SIZE BEFORE THREADING THE CONDUIT BEFORE INSTALLATION OF CONDUCTORS OR CABLES. CONDUIT SHALL BE FREE OF DIRT AND DEBRIS.
10. INSTALL PULL STRINGS IN ALL CLEAR EMPTY CONDUITS, LEAVING PULL STRING AT EACH END.
11. INSTALL 2" INSULATED BUSHING AND BUTTERWORK TAPE 12" ABOVE ALL UNDERGROUND CONDUITS AND CONNECTIONS.
12. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO PREVENT MOISTURE COLLECTION OF TRAPPED CONDENSATION.
13. PROVIDE EXPANSION FITTINGS AS NECESSARY FOR EXPANSION/CONTRACTION TO ALLOW FOR MOVEMENTS AND CRACKS TO BE DIRECTLY THROUGH THE BUILDING OR SITE STRUCTURE STRUCTURAL MEMBERS. SUBMIT A SHOP DRAWING IN FIRE RATED COMPARTMENTS SHALL BE APPROVED BY AUTHORITIES HAVING JURISDICTION. PROVIDE EXPANSION OF WATER, SMOKE, FIRE, AND FUMES ALL MATERIAL SHALL BE APPROVED FOR SUCH PURPOSE.

4. CONDUCTORS AND CABLE:

1. ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS:

CONDUCTOR	208/120 VOLT SYSTEMS
PHASE A	BLACK
PHASE B	RED
PHASE C	BLUE
NEUTRAL	WHITE
GROUNDING	GREEN

2. SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAY CONDUITS APPROVED FOR THIS PURPOSE.
3. PULLING LUBRICANTS SHALL BE UL APPROVED. CONTRACTOR SHALL USE NYLON OR HEAVY DUTY FOR PULLING CONDUCTOR OR CABLES INTO THE CONDUIT.
4. SHIELD WIRES BE EQUALLY THROUGH WITHOUT ACCELERATING, AND USE OF LUBRICANT ABOVE IS AS USED A MEASURE TO AVOID DAMAGE TO CONDUCTORS OR SHEATHS. CONDUCTORS SHALL BE SECURED IN A MANNER TO AVOID DAMAGE TO CONDUCTORS OR SHEATHS. CONDUCTORS SHALL BE PROTECTED FROM MECHANICAL INJURY AND ABRASION. DAMAGED WIRES AND CABLE SHALL BE CONSIDERED DAMAGED IF INSULATION IS PUNCTURED, DAMAGED CONDUCTORS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

C. EQUIPMENT CHECKOUT:

1. INSTALL ONLY QUALIFIED EMPLOYEES LEVEL AND PLANS. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.

D. GROUNDING:

1. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS AND DEVICES AS REQUIRED FOR ELECTRICAL, GROUNDING EQUIPMENT AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
2. ALL GROUNDING CONDUCTORS SHALL PROVIDE A CONTINUOUS GROUNDING PATH TO GROUND WITH GROUNDING MEANS OF DYNAMIC GROUNDING CONNECTIONS SHALL NOT BE LOOSENED OR MISSING WITH MOLDED GROUNDING CONNECTIONS AND CONNECTIONS TO GROUND IN THE SHORTEST AND STRAIGHTEST CLOSE POSSIBLE TO ENSURE TRANSIENT VOLTAGE SURGE.
3. PLATED GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUE REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL TO ENSURE PERMANENT AND EFFECTIVE GROUNDING.
4. CONTRACTOR SHALL VERIFY THE ADEQUACY OF GROUNDING TO "IN-PLACE" TO THE EXISTING GROUNDING SYSTEM. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
5. ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR MECHANICAL ENVIRONMENT SOUND. CONNECTIONS SHALL BE APPROVED BY THE INSPECTION AGENCY HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
6. APPLY CORROSION-INHIBITING SPRAY TO ALL CONNECTIONS AND PLACED WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DISTURBED OR REPAIRED USE ZRO-SHIELD ANTI-CORROSION COMPOUND OR ALL CONNECTIONS GROUNDING CONNECTIONS.
7. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FLEXIBLE AND BRANCH CIRCUIT.
8. BOND ALL ISOLATED GROUNDING RECEPTACLE WITH A MINIMUM 3 AWG GROUNDING CONNECTOR TO A GROUND BUS.
9. SHIELD BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 30" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE. USE THE GREATER OF THE TWO DISTANCES.
10. ALL GROUNDING CONNECTIONS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN COMPOUND TO THE CONDUIT.
11. THE INSTALLATION OF CHEMICAL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. PROVIDE SEALING SLEEVE FROM LANDSCAPE AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.
12. #1 - 4" FROM ON THE SITE GRADE IS WHERE THAN 6 FT. FROM THE STRUCK BAR OF THE BASE OF THE STRUCK, A GROUND CONDUCTOR AT ALL THE ACCESS OF THE END OF THE ICE GRADE, TO BOUND THE COMPOUND WITH AND AT-LINE ACCESSORIES.
13. CONTRACTOR SHALL REPAIR AND/OR REPLACE EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONSTRUCTIONS COMPLETE.

E. ACCEPTANCE TESTING:

A. EVERYTHING PERSONNEL (AGENT CERTIFIED) EQUIPMENT SHALL PERFORM REQUIRED TESTS AND SUBMIT WRITTEN TEST REPORTS UPON COMPLETION.

B. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NON-COMPLYING MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE AND REPLACED WITH NEW EQUIPMENT WHICH COMPLIES WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER NOTICE OF WHICH HAS BEEN GIVEN.

F. TEST PROCEDURES:

1. ALL GROUNDING SHALL HAVE VERIFICATION TESTED WHICH INSTALLATIONS, INCLUDE CONNECTION TO SERVICE, AND CONNECTION TO ALL SYSTEMS AND EQUIPMENT. TEST SHALL BE PERFORMED BY A QUALIFIED TESTING AGENCY. ALL TEST SHALL USED MEGGER OR EQUIVALENT INSTRUMENT, PROVIDE WRITTEN ACKNOWLEDGEMENT FOR ALL TEST RESULTS.
2. PRIOR TO ENERGIZING EQUIPMENT, TEST WIRING SERVICE FOR ELECTRICAL CONTINUITY AND PROPER INSULATION RESISTANCE.
3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS. SUBMIT A REPORT OF MEASUREMENTS AND REMEDIAL MEASURES.
4. PERFORM GROUNDING TEST TO MEASURE GROUNDING RESISTANCE OF GROUNDING SYSTEM USING THE THREE-POINT FALL-OF-POTENTIAL METHOD. PROVIDE PLOTTED TEST VALUES AND LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS GREATER THAN 5 OHMS.

verizon

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8800 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO.	187804
DRAWN BY:	TGS
CHECKED BY:	MB

NO.	DATE	DESCRIPTION
1	08/16/16	ISSUED FOR PERMIT
2	09/15/16	RPR 1C
REV	DATE	DESCRIPTION

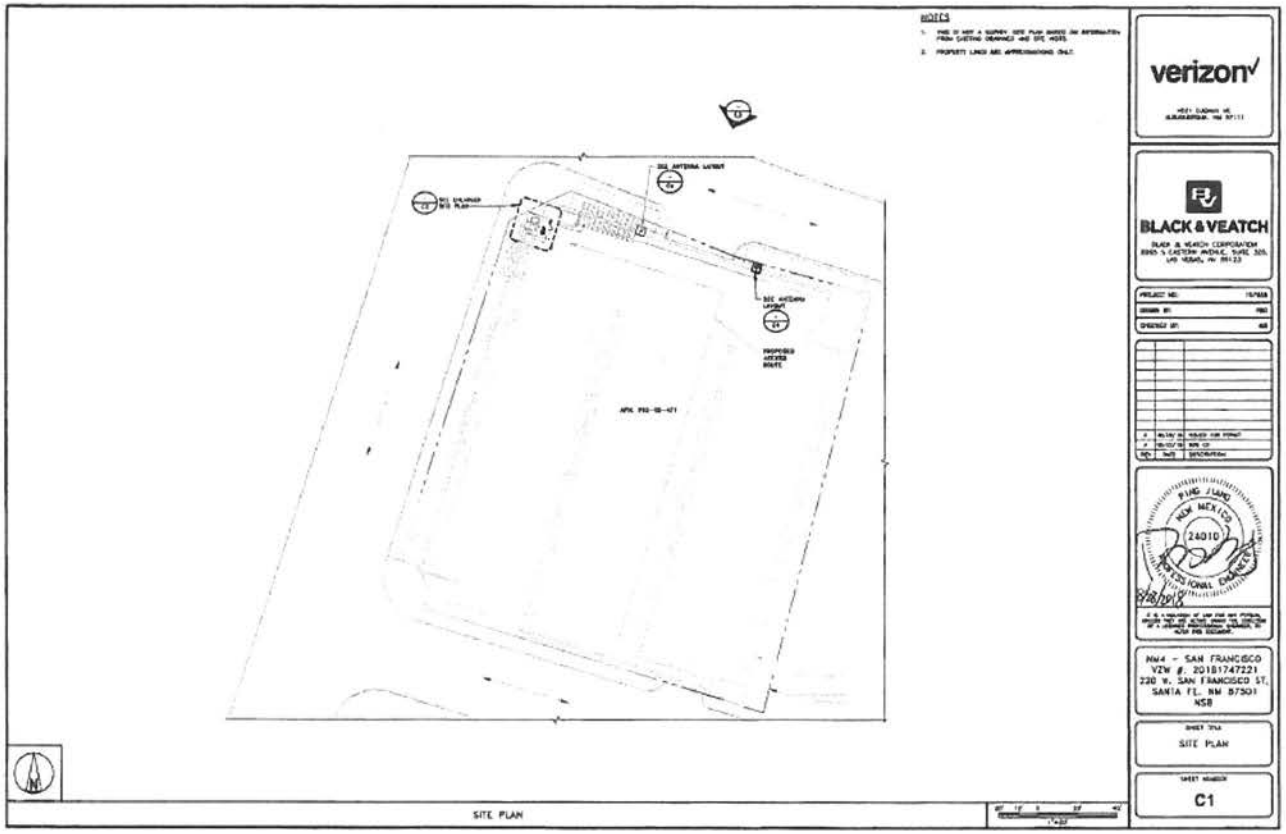
PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

MM4 – SAN FRANCISCO
VZW #: 20181747221
320 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

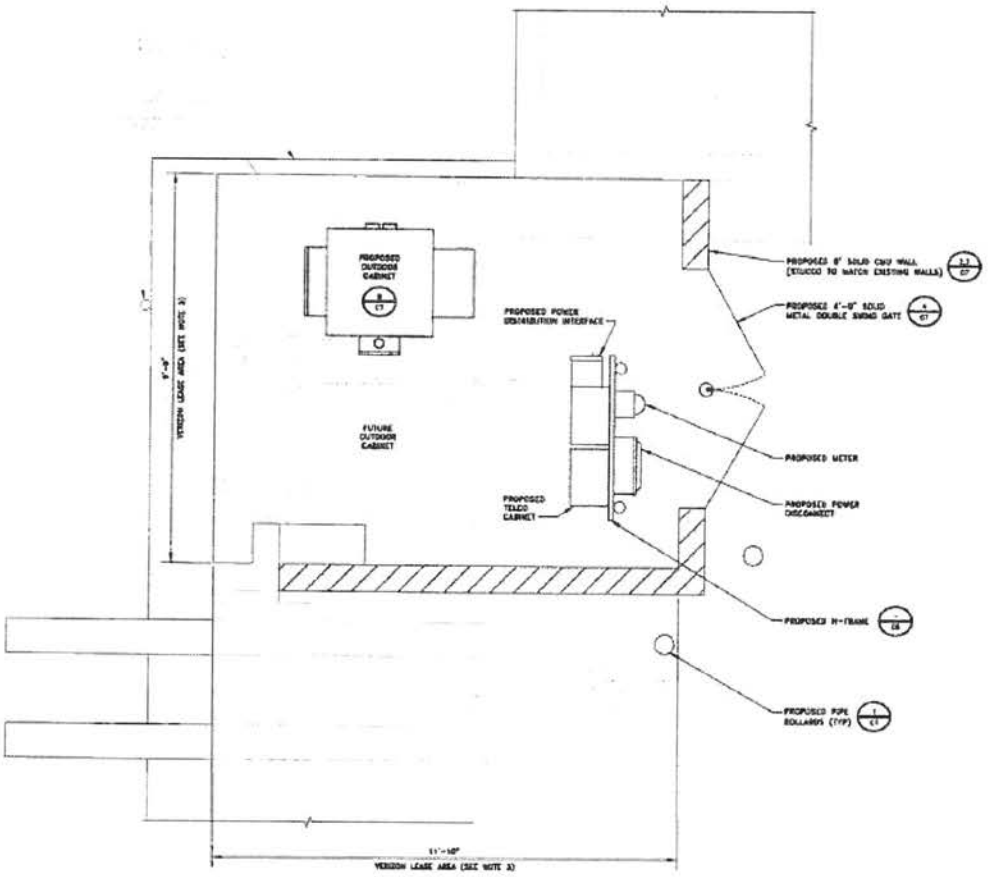
SHEET TITLE
GENERAL ELECTRICAL NOTES

SHEET NUMBER
SP3


NOTES
SEE ANTENNA LAYOUT
SEE ENLARGED SITE PLAN
SEE ANTENNA LAYOUT
PROPOSED ACCESS ROUTE
APN: 992-139-167
SITE PLAN
verizon
BLACK & VEATCH
BLACK & VEATCH CORPORATION
8545 S EASTERN AVENUE, SUITE 205,
LAS VEGAS, NV 89123
PROJECT NO:
DRAWN BY:
CHECKED BY:
A
REVISED FOR PERMIT
PRELIMINARY
DESCRIPTION
RENO, NEVADA
NEW MEXICO
24010
REGISTERED PROFESSIONAL ENGINEER
NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB
SHEET TITLE
SITE PLAN
SHEET NUMBER
C1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS & MOUNTS OMITTED FOR CLARITY.
3. VERIZON LEASE AREA 113.3 SQ. FT.



ENLARGED SITE PLAN

3/4"=1'-0"

verizon

4821 CLIBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8965 S EASTERN AVENUE, SUITE 325
LAS VEGAS, NV 89123

PROJECT NO	197650
DRAWN BY	PWJ
CHECKED BY	MB

REV	DATE	DESCRIPTION
D	08/28/18	ISSUED FOR PERMIT
A	08/02/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/2018

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ENLARGED SITE PLAN

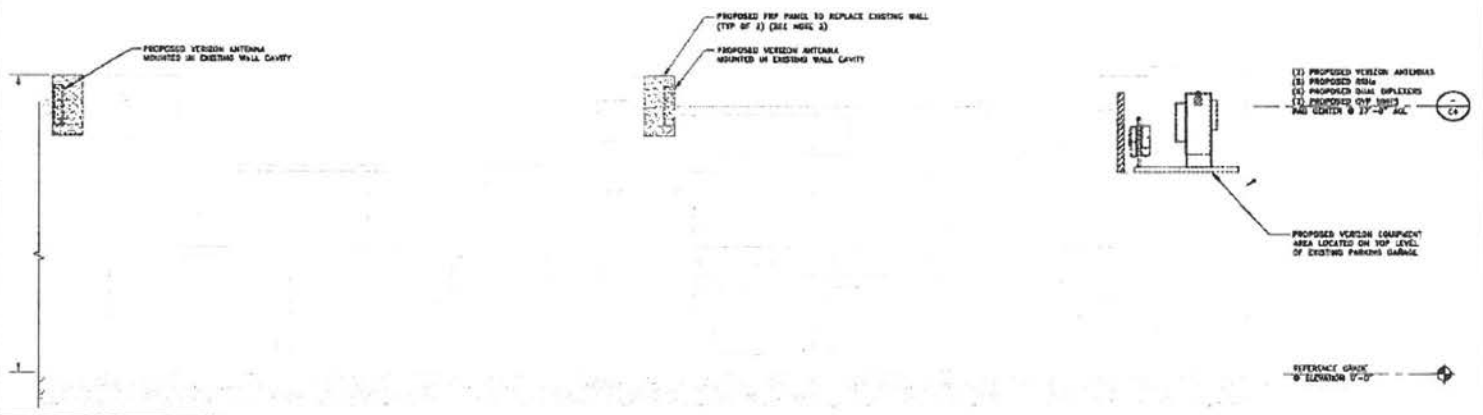
SHEET NUMBER
C2

NOTES

1. THE EXISTING BUILDING IS CURRENTLY BEING ANALYZED BY OTHERS TO DETERMINE ITS STRUCTURAL CAPACITY TO CARRY THE PROPOSED NEW COAX AND ANTENNAS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE STRUCTURAL ANALYSIS WILL SHOW THAT THE BUILDING HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE COAX AND ANTENNAS SHALL NOT COMMENCE UNTIL AN APPROVED STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR VERIZON WIRELESS, AND HAS BEEN REVIEWED BY BLACK & VEATCH.

2. ALL PROPOSED EQUIPMENT TO BE PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".

3. PROPOSED 6'x3' FRP PANEL PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".



PROPOSED SITE ELEVATION (LOOKING SOUTH)

8' 4' 2' 0 8' 16'
3/16"=1'-0"

verizon

4821 ELEANOR NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8965 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197058
DRAWN BY:	PSG
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/25/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ELEVATIONS

SHEET NUMBER
C3

NOTE TO CONTRACTOR

1. CONTRACTOR IS TO REFER TO VERIZON'S MOST CURRENT SMR PRIOR TO CONSTRUCTION.

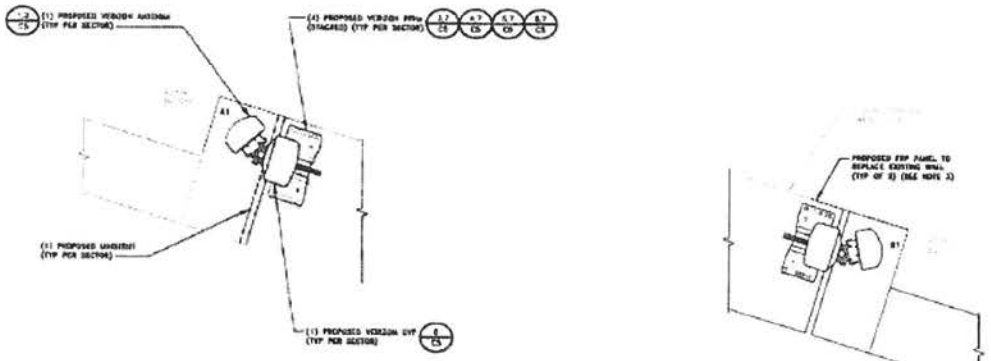
PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS (VERIFY WITH CURRENT SMR)

SECTOR	BAND CLASS	ANTENNA MODEL	AZIMUTH	RAD CENTER	OVP	COAX TYPE (HYBRID FLEX-AWS)	TMA/DIPLEXER	RRH MODEL
A1	LTE	ANDREW SBNHH-1D65A	320°	37'-0"	(1) PROPOSED 12 PORT OVP	(2) 6X12 HYBRID FLEX (PROPOSED)	(2) DUAL DIPLEXER KIT-FBA3P5002-1C-DL (1) DUAL DIPLEXER TDUD5020D4-3	(1) ALU RRH4X30-B13 (1) NOKIA B8R4X40-B5 (1) ALU RRH4X30-B29 (1) ALU RRH4X45-B66
B1	LTE	ANDREW SBNHH-1D65A	80°	37'-0"			(2) DUAL DIPLEXER KIT-FBA3P5002-1C-DL (1) DUAL DIPLEXER TDUD5020D4-5	(1) ALU RRH4X30-B13 (1) NOKIA B8R4X40-B7 (1) ALU RRH4X30-B25 (1) ALU RRH4X45-B66

PROPOSED ANTENNA AND TRANSMISSION CABLE SCHEDULE — NO SCALE — 1

NOTES

1. INSTALLATION OF THE PROPOSED EQUIPMENT ON THE MOUNT SHALL NOT COMMENCE UNTIL AN APPROVED MOUNT ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR VERIZON WIRELESS, AND HAS BEEN REVIEWED BY BLACK & VEATCH.
2. ALL PROPOSED EQUIPMENT TO BE PAINTED TO MATCH "EL REY STUCCO Finish PATCH #124 COSAL".
3. PROPOSED 6'X2' FRP PANEL PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 COSAL".



PROPOSED ANTENNA LAYOUT — NO SCALE — 2

verizon

4921 ELLISTON NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8400 S EASTERN AVENUE, SUITE 325
LAS VEGAS, NV 89123

PROJECT NO:	187858
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	09/28/18	REVISED FOR PERMIT
A	08/31/18	RAN CD

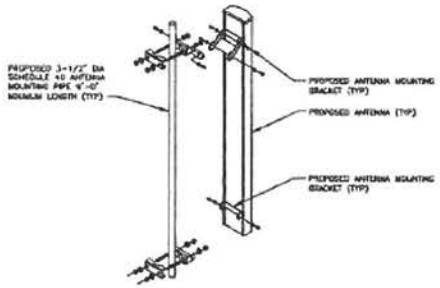
PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
9/28/2018

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
ANTENNA LAYOUT

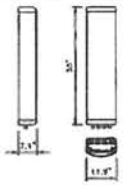
SHEET NUMBER
C4



ANTENNA MOUNTING DETAIL | NO SCALE | 1

ANDREW SBNHH-1D65A

WIDTH:	11.9" (301 mm)
DEPTH:	7.1" (181 mm)
HEIGHT:	55" (1396 mm)
TOTAL WEIGHT (WITHOUT BRACKETS):	33.5 lbs (15.2 kg)
CONNECTOR:	7/16 DIN FEMALE x 6

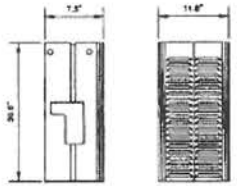


ANTENNA SPECIFICATIONS | NO SCALE | 2

ALCATEL-LUCENT B13 RRH4X30-700

DIMENSIONS, WxDxH: 11.8"x7.5"x20.8" (300x190x530mm)

WEIGHT, WITHOUT MOUNTING KIT: 55.6 lbs (25.2 kg)



RRH SPECIFICATIONS (700 MHz) | NO SCALE | 3

NOKIA RRH4X40-850

DIMENSIONS, WxDxH: 11.8"x7.3"x16.5" (320x160x420mm)

WEIGHT, WITHOUT MOUNTING KIT: 40 lbs (18 kg)

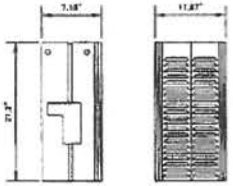
PENDING UPDATED SPECIFICATIONS

RRH SPECIFICATIONS (850 MHz) | NO SCALE | 4

ALCATEL-LUCENT B25 RRH4X30-1900

DIMENSIONS, WxDxH: 11.97"x7.48"x21.2" (304x182x538mm)

WEIGHT, WITHOUT MOUNTING KIT: 52.0 lbs (24 kg)

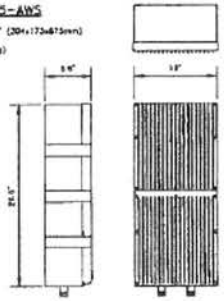


RRH SPECIFICATIONS (1900 MHz) | NO SCALE | 5

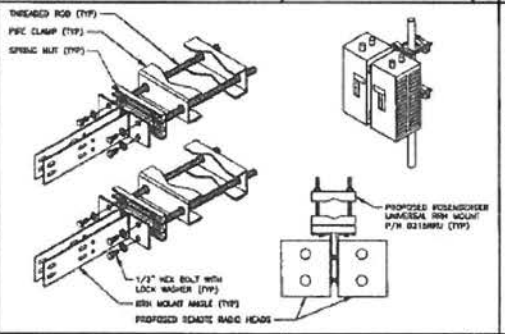
ALCATEL-LUCENT B66A RRH4X45-AWS

DIMENSIONS, WxDxH: 12"x8.8"x26.6" (304x172x675mm)

WEIGHT, WITHOUT MOUNTING KIT: 64 lbs (29 kg)



RRH SPECIFICATIONS (2100 MHz) | NO SCALE | 6



UNIVERSAL RRH MOUNT DETAIL | NO SCALE | 7

OVP SURGE SUPPRESSOR

DIMENSIONS, WxDxH:	15.75"x10.25"x18.18" (400x260x462mm)
WEIGHT:	33 lbs (15kg)
NOMINAL OPERATING VOLTAGE:	48 VDC
NOMINAL DISCHARGE CURRENT:	20kA 8/20ms
MAX SURGE CURRENT:	60 kA 8/20ms
MAX. CONT. OPERATING VOLTAGE:	75 VDC
VOLTAGE PROTECTION RATING:	400V
WIND LOADING:	150 MPH SUSTAINED, (185 LDC)

MAIN OVP BOX CONNECTION DETAIL | NO SCALE | 8

NOT USED | NO SCALE | 9

verizon

4921 ELIZABETH NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8400 S EASTERN AVENUE, SUITE 325
LAS VEGAS, NV 89123

PROJECT NO:	197036
DRAWN BY:	PSG
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/28/18	ISSUED FOR PERMIT
A	08/03/18	RAN CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

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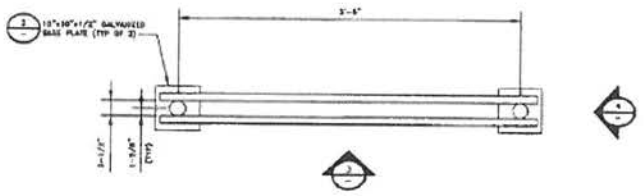
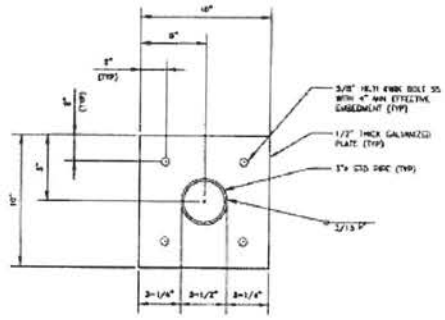
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

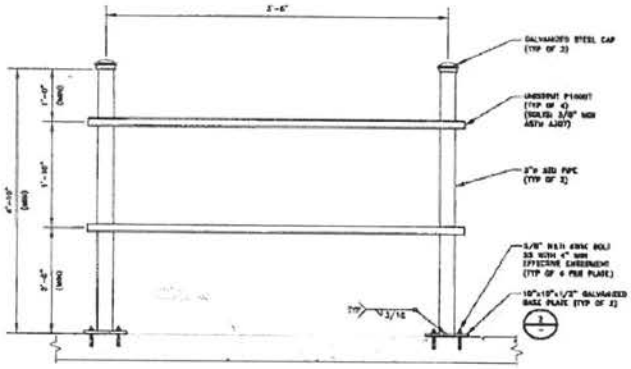
SHEET NUMBER
C5



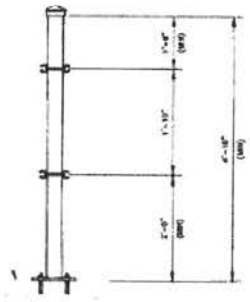
H-FRAME PLAN DETAIL | NO SCALE | 1



H-FRAME BASE PLATE DETAIL | NO SCALE | 2



H-FRAME ELEVATION DETAIL | NO SCALE | 3



H-FRAME SIDE ELEVATION DETAIL | NO SCALE | 4

verizon

8621 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8055 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO	187806
DRAWN BY	PRO
CHECKED BY	MD

REV	DATE	DESCRIPTION
B	08/26/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

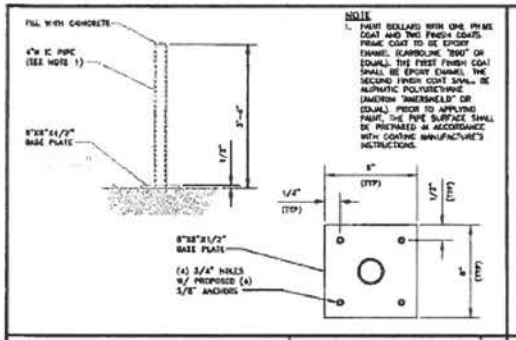
PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

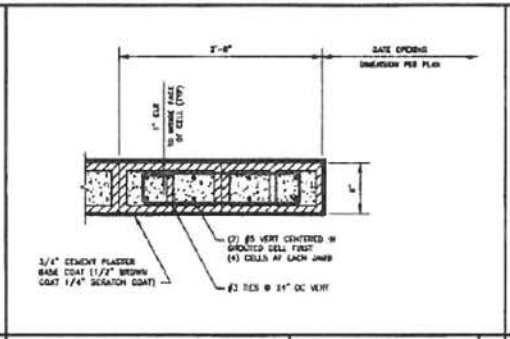
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

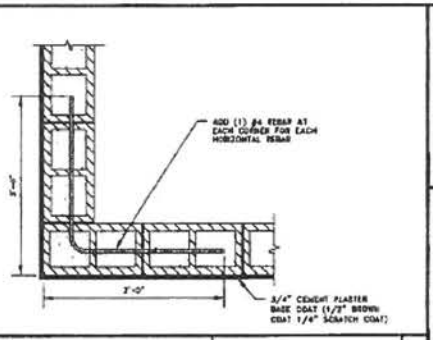
SHEET NUMBER
C6



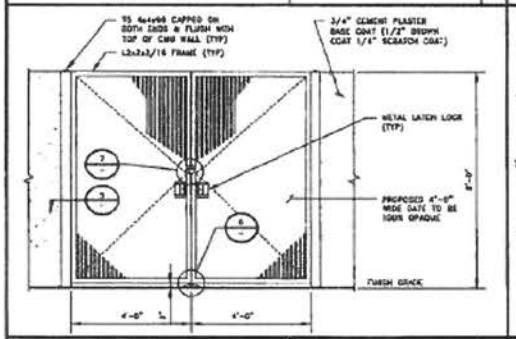
BOLLARD DETAIL | NO SCALE | 1



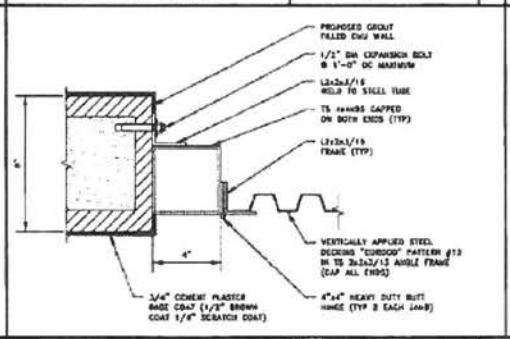
CMU JAMB AT GATE DETAIL | NO SCALE | 2



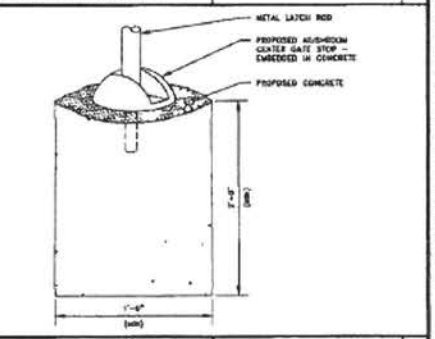
CMU FENCE CORNER DETAIL | NO SCALE | 3



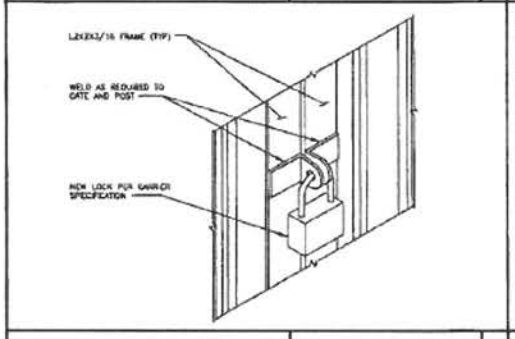
ACCESS GATE TO CMU ENCLOSURE | NO SCALE | 4



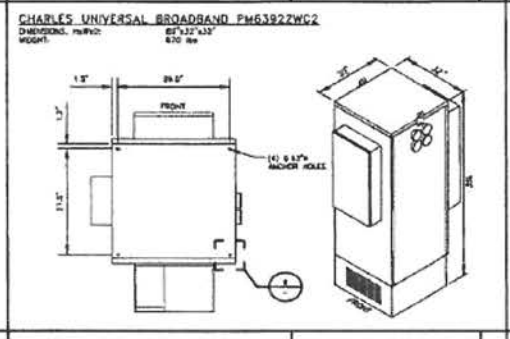
GATE JAMB AT CMU WALL | NO SCALE | 5



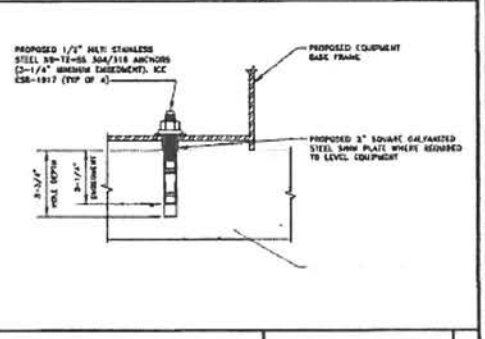
MUSHROOM CENTER GATE STOP | NO SCALE | 6



LATCH DETAIL | NO SCALE | 7



CABINET DETAIL | NO SCALE | 8



CONCRETE ANCHOR DETAIL | NO SCALE | 9

verizon

4821 DURANN NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8685 S EASTERN AVENUE, SUITE 325
LAS VEGAS, NV 89123

PROJECT NO:	197BM
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	05/08/18	ISSUED FOR PERMIT
A	04/25/18	ADD CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
5/8/18

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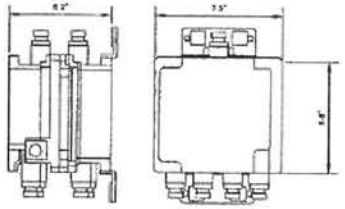
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
SITE DETAILS

SHEET NUMBER
C7

RFS FDJ8502D04-S

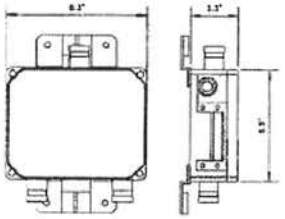
DIMENSIONS, H x W x D: 7.5"x8.8"x6.2" (191.3x172.3x157.5 mm)
WEIGHT: 11.2 lbs (5.1 kg)
RF CONNECTORS: (8) 4.3-10 FEMALE



TWIN DIPLEXER SPECIFICATIONS | NO SCALE | 1

RFS FDA3P5002-1C-DL

DIMENSIONS, H x W x D: 6.5"x8.3"x3.3" (165x210x85 mm)
WEIGHT: 6.4 lbs (2.9 kg)
RF CONNECTORS: (2) 7/16 FEMALE



DIPLEXER SPECIFICATIONS | NO SCALE | 2

NOT USED | NO SCALE | 3

NOT USED | NO SCALE | 4

NOT USED | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

NOT USED | NO SCALE | 9

verizon

4521 LUBBOCK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
6980 S. LAUGHLIN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO.	197856
DRAWN BY:	PSG
CHECKED BY:	MD

REV	DATE	DESCRIPTION
A	08/28/18	ISSUED FOR PERMIT
A	08/22/18	RFDS CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/24/2018

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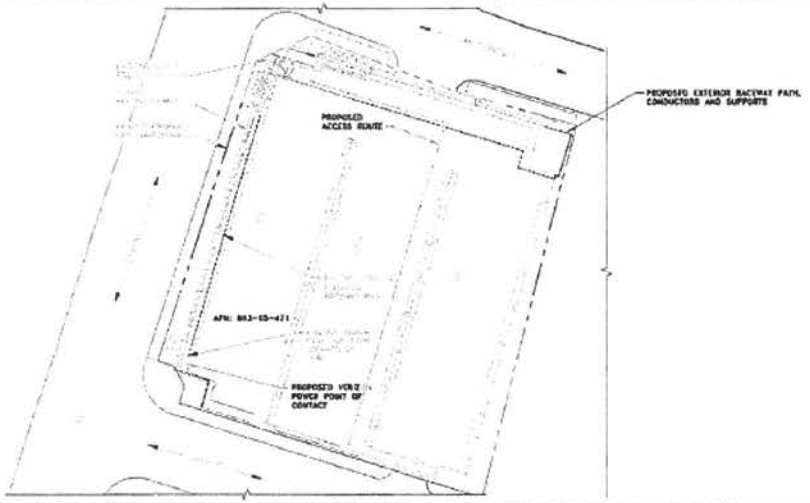
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

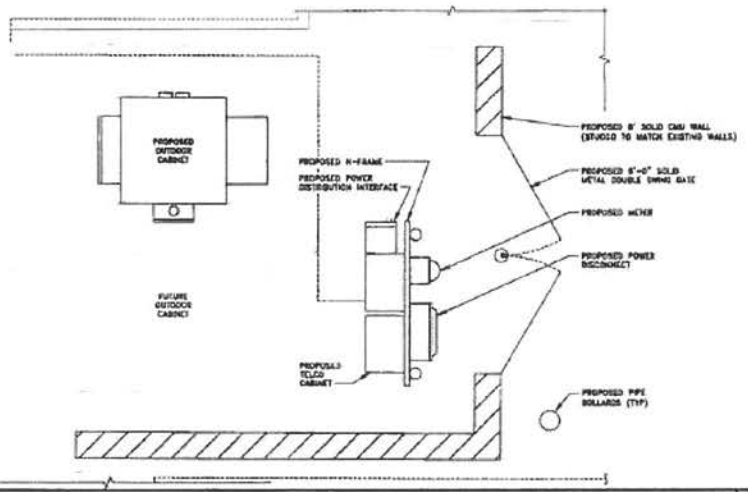
SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
C8



ELECTRICAL PLAN

1" = 30'



ELECTRICAL EQUIPMENT LAYOUT

3/4" = 1'-0"

verizon

4821 ELLERBE NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8965 S EASTERN AVENUE, SUITE 325
LAS VEGAS, NV 89123

PROJECT NO:	197808
DRAWN BY:	PBG
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	06/08/18	ISSUED FOR PERMIT
A	06/22/16	90% CD

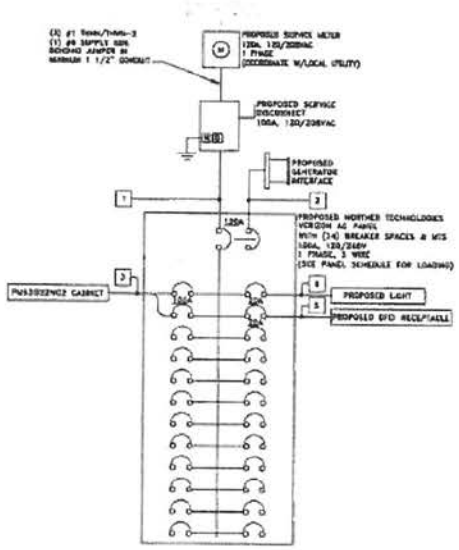
PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
6/28/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DRAWING.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
ELECTRICAL PLAN & ELECTRICAL EQUIPMENT LAYOUT

SHEET NUMBER
E1



ELECTRICAL AC ONE-LINE DIAGRAM | NO SCALE | 1

AC CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
1	SERVICE DISCONNECT	AC LOAD CENTER	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT
2	GENERATOR INTERFACE	AC LOAD CENTER	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT
3	AC LOAD CENTER	PANASONIC CABINET	(3) 1/0 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 2" CONDUIT
4	AC LOAD CENTER	LIGHT	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT
5	AC LOAD CENTER	GFCI RECEPTACLE	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT

CIRCUIT SCHEDULE | NO SCALE | 2

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING DEVICES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.

NOTES | NO SCALE | 3

Site Name:	220 W. SAN FRANCISCO ST	MODEL NUMBER:	NORTHERN TECHNOLOGIES
SITE NUMBER:	NM04 - SAN FRANCISCO	PHASE:	1
VOLTAGE:	120/240 Volts AC	BUSS RATING:	225 AMPS
MAIN BREAKER:	100 AMPS		
MOUNT:	SURFACE		
ENCLOSURE TYPE:	NEMA 3R		
PANEL STATUS:	PROPOSED		

CKT	LOAD DESCRIPTION	BREAKER AMPS	BREAKER POLES	BREAKER STATUS	SERVICE LOAD VA	Demand Factor	USAGE FACTOR	PHASE A VA	PHASE B VA	USAGE FACTOR	Demand Factor	SERVICE LOAD VA	BREAKER STATUS	BREAKER POLES	BREAKER AMPS	LOAD DESCRIPTION	CKT
1	PANASONIC CABINET	100	2	NEW	5200	1.00	1.00	5400		1.00	1.00	200	NEW	1	20	LIGHT	2
3					5200	1.00	1.00		5280	1.00	1.00	180	NEW	1	20	GFCI RECEPTACLE	4
5								0									6
7									0								8
9								0									10
11									0								12
13								0									14
15									0								16
17								0									18
19									0								20
21								0									22
23									0								24
								5400	5280	VA							
								TOTAL		KVA	10.78						
										AMPS	44.92						

PANEL SCHEDULE | NO SCALE | 4

verizon

4921 ELLSWORTH NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8685 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197854
DRAWN BY:	PJW
CHECKED BY:	MS

REV	DATE	DESCRIPTION
b	05/25/18	ISSUED FOR PERMIT
a	04/23/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
5/25/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

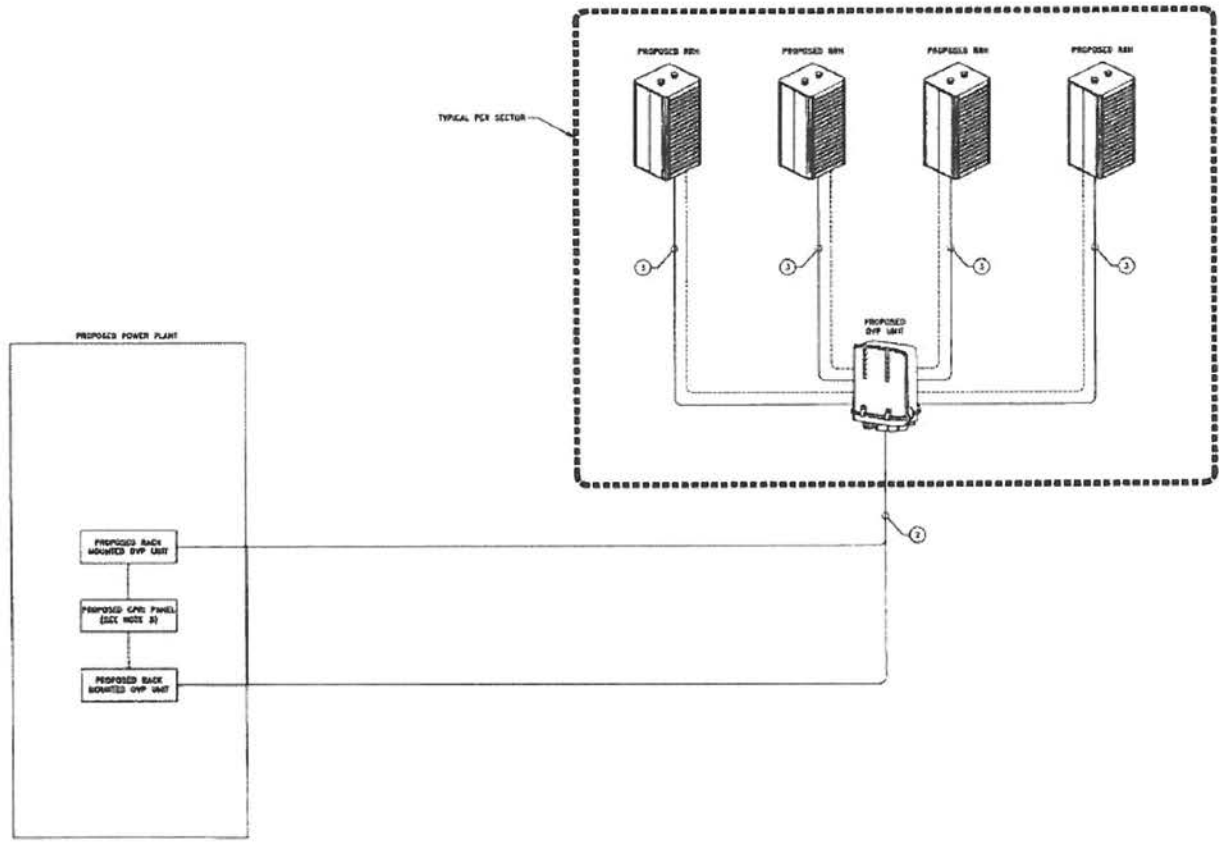
SHEET TITLE
ELECTRICAL AC ONE-LINE & SCHEDULE

SHEET NUMBER
E2

DC CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
①	PROPOSED -48VDC DISTRIBUTION PANEL	PROPOSED RACK MOUNTED OVP UNIT	(12) 1-#10 TELEFLEX III DC CABLE
②	PROPOSED RACK MOUNTED OVP UNIT	PROPOSED OVP UNIT	(1) HYBRID FLEX CABLE
③	PROPOSED OVP UNIT	PROPOSED RRH	(3) 3-#12 (MINIMUM) THWN/THHN/XHH-1 TYPE TC-ER DC CABLE

NOTES

1. DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.
2. NON-LTE DC POWER WIRING SIZE 14 AWG TO 10 AWG SHALL BE TELEFLEX III. DC POWER WIRING 8 AWG AND LARGER SHALL BE TELEFLEX IV.
3. EXISTING FIBER CABLES TO BE ROUTED THROUGH CPRI PANEL FROM BBU



ELECTRICAL DC ONE-LINE DIAGRAM

NO SCALE

verizon

4031 ISLEMAR NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8965 S. EASTERN AVENUE, SUITE 320,
LAS VEGAS, NV 89123

PROJECT NO:	197656
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/28/19	ISSUED FOR PERMIT
A	08/22/19	PER CO

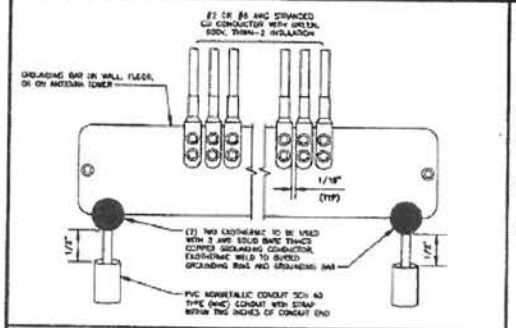
PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

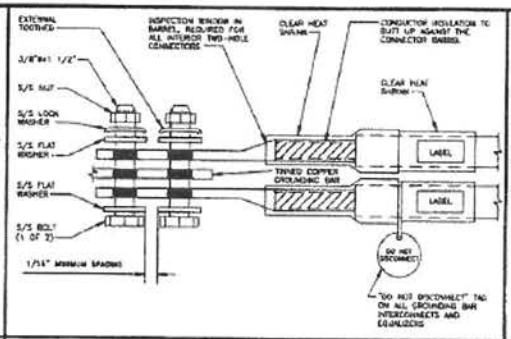
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
ELECTRICAL DC ONE-LINE & SCHEDULE

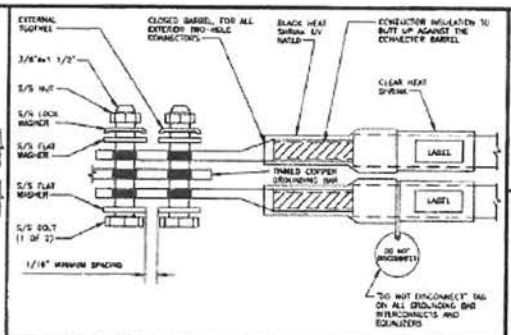
SHEET NUMBER
E3



INSTALLATION OF GROUNDING CONDUCTOR TO GROUNDING BAR | NO SCALE | 1



INTERIOR TWO HOLE LUG | NO SCALE | 2



EXTERIOR TWO HOLE LUG | NO SCALE | 3

NEWTON INSTRUMENT COMPANY, INC. BUTNER, NC			
NO	REQUIRED	PART NUMBER	DESCRIPTION
1	1	1/4"x4"x30"	SOLID GROUND BAR
2	2	A-9050	WALL MOUNTING BRACKET
3	2	3081-4	INSULATORS
4	4	3012-1	5/8"-11X1" H.H.C.S.
5	4	3015-8	5/8" LOCKWASHER

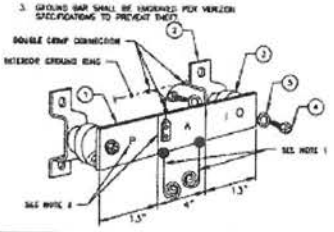
EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION

SECTION "P" – SURGE PROTECTORS
(EC) CABLE ENTRY PORTS (WATCH PLATES) (#2)
(EC) TELCO GROUND BAR (#2)
(EC) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2)
(VERIZON) CELL SITE +24V POWER SUPPLY RETURN BAR (#2)
(VERIZON) CELL SITE –48V POWER SUPPLY RETURN BAR (#2)
(EC) GENERATOR FRAME/BUS (IF AVAILABLE) (#2)
(VERIZON) RECTIFIER FRAMES
(VERIZON) ANTENNA SUPPRESSION

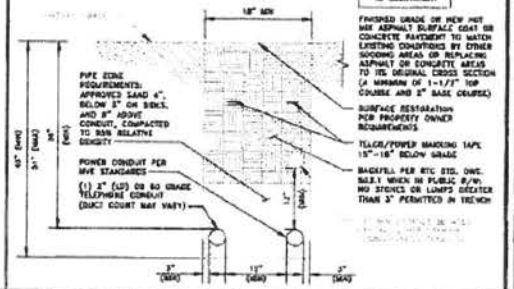
SECTION "A" – SURGE ABSORBERS
(EC) INTERIOR GROUND RING (#2)
(EC) EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING; (#2)
(EC) METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
(EC) BUILDING STEEL (IF AVAILABLE) (#2)

SECTION "I" – ISOLATED GROUNDING ZONE
(VERIZON) ALL CELL SITE COMMUNICATIONS EQUIPMENT FRAMES

DETAIL NOTES
1. EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. ROUTE CONDUCTOR TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. GC SHALL PERMANENTLY MARK THE LINES BETWEEN EACH SECTION AND LABEL EACH SECTION "P", "A", "I" WITH 1" HIGH LETTERS.
3. GROUND BAR SHALL BE ENGRAVED PER VERIZON SPECIFICATIONS TO PREVENT THEFT.



(MGB) REFERENCE GROUNDING BAR | NO SCALE | 4



TRENCH DETAIL PRIVATE STREET/ONSITE | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

verizon
4827 ELDORADO NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH
BLACK & VEATCH CORPORATION
8868 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197806
DRAWN BY:	PBO
CHECKED BY:	MB

NO	DATE	DESCRIPTION
0	08/20/18	ISSUED FOR PERMIT
A	08/27/18	SITE CO

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
9/28/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
E5

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/25/2021

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIU Insurance Company	19399
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Cellco Partnership dba Verizon Wireless
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES **CERTIFICATE NUMBER:** 570088915256 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X XCU Coverage is Included						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			4594298 AOS	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			4594299 MA	06/30/2021	06/30/2022	BODILY INJURY (Per person)	
B	OWNED AUTOS ONLY / SCHEDULED AUTOS			4594300 VA	06/30/2021	06/30/2022	BODILY INJURY (Per accident)	
B	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			See Next Page	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			16393209 AOS	06/30/2021	06/30/2022	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		16393206 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Site Name: NM4 San Francisco, 221 W. San Francisco St., Santa Fe, NM 87501.

CERTIFICATE HOLDER

City of Santa Fe
PO 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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570088915256

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AGENCY CUSTOMER ID: 570000027366

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cellco Partnership dba Verizon Wireless
POLICY NUMBER: See Certificate Number: 570088915256	
CARRIER: See Certificate Number: 570088915256 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				4594301 NH - Primary	06/30/2021	06/30/2022		
B				4594302 NH - Excess	06/30/2021	06/30/2022		
	WORKERS COMPENSATION							
A		N/A		16393207 NY	06/30/2021	06/30/2022		
A		N/A		16393208 WI	06/30/2021	06/30/2022		
A		N/A		16393205 NJ,TX,VA	06/30/2021	06/30/2022		

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FIR No. _____

FISCAL IMPACT REPORT

General Information:

(Check) Bill:_____ Resolution: _____

Short Title(s): Amendment No.1 to Lease Agreement for Sandoval Parking Garage Antenna Site

Sponsor(s):_____Not Applicable

Reviewing Department(s): Public Works; Finance

Staff Completing FIR: Terry Lease, Asset Development Manager Date: August 25, 2021 Phone:_____

Reviewed by City Attorney:_____Date: _____

Reviewed by Finance Director:_____Date: _____

Summary:
This first amendment to a Lease Agreement between the City and Cellco Partnership (dba Verizon Wireless) authorizes Lessee's continued use the building electrical service to provide power to the Lessee's antenna facilities on the upper level of the Sandoval Parking Garage. Lessee will pay a monthly flat rate Utility Fee to the City in addition the rent payments. The Utility Fee begins at $300/month and escalates 2.5% annually along with rent escalation.

Departments Affected:
The Economic Development Business Unit will receive an additional $9,812 in FY 21 gross revenue plus and additional $82,149 over the balance of the 20-year maximum lease term.

Consequences of Not Enacting Legislation:
In the absence of the proposed amendment, the Lessee must procure, install and connect into a new, stand-alone PNM underground line extension, transformer and metered electrical service. The work is expensive, disruptive, redundant and unnecessarily complicates the as-built electrical system of the building structure.

Conflict, Duplication, Companionship or Relationship to Other Legislation
None noted.

Performance and Administrative Implications:
The monthly Utility Fee would be received and posted along with rent, thus having minimal impact on normal Finance Department operations. No other implications noted.

Fiscal Implications:
The proposed amendment increases net lease revenue by approximately $285 per month when deducting the cost of electricity usage. Over the maximum 20-year term of the lease, total lease revenue will increase by approximately $88,360 to a total of $614,472, credited to the Parking Enterprise Fund.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2022	FYE 2023	FYE 2024	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ 0	$ 0	$ 0			N/A	$ 0
Capital Outlay	$ 0	$ 0	$ 0			N/A	$ 0
Operating	$ 180	$ 180	$ 180	N	R	51150	$ 540
Total:	$ 180	$ 180	$ 180				$ 540

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

Expenditure Narrative: The City's electricity charges would increase by approximately $180/year for the usage caused by the Lessee's antenna facilities. A Budget Adjustment Request is (a) infeasible because usage cannot be allocated precisely; and (b) unnecessary because Utility Fee revenue will offset electricity charges.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$ 3,845	$ 3,941	$ 4,040	R	51150
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 3,845	$ 3,941	$ 4,040		

Revenue Narrative: The City's monthly lease revenue will increase by $300 initially, plus annual escalation. FYE 21 payments totalling $9,812 will compensate for usage through present.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contracto **CELLCO PARTNERSHIP**

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: Pay to the City **$526,111**

Termination Date: **October 31, 2038**

☑ Approved by Council Date: **October 10, 2018**

☐ or by City Manager Date: _____

Contract is fo **LEASE OF 115 SF UPPER PARKING DECK AND ASSOCIATED AIR RIGHTS AT SANDOVAL GARAGE FOR WIRELESS ANTENNA FACILITIES**

Amendment # **1 (Proposed)** to the Original Contract# **18-1098**

Increase/(Decrease) Amount $ **$91,961**

Extend Termination Date to: **N/A**

☐ Approved by Council Date: **N/A**

☐ or by City Manager Date: **N/A**

Amendment is for **Authorize Lessee's use of exisiting building metered electrical service.**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendment ☐ Plus GRT ☐ Inclusive of GRT

Amount $ **$526,111** of original Contract# **18-1098** Termination Date: **October 31, 2038**

Reason: **ORIGINAL AGREEMENT**

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ **526,111**

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP ☐ _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other ☑ **PRIVATE LEASE OF REAL PROPERTY IN EXCESS OF $25,000 PER NMSA SECTION 3-54-1**

6 **Procurement History:** **ORIGINAL AGREEMENT APPROVED BY GOVERNING BODY OCTOBER 10, 2018**

Fran Dunaway
Fran Dunaway (Oct 25, 2021 08:49 MDT)

Fran Dunaway, CPO

Comments or Exceptions: Lease of property- No procurement process

7 **Funding Source:** **REVENUE - Economic Development** **BU/Line Item:** **51150.460350**

Corrected Funding: 2122800.460350

Andy Hopkins
Andy Hopkins (Oct 22, 2021 10:47 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** **TERRY LEASE, ASSET DEVELOPMENT MANAGER**

Phone # **505.629220**6

Certificate of Insurance attached. (if original Contract) ☑

☑ **Submit to City Attorney for review/signature**

☑ **Forward to Finance Director for review/signature**

☑ **Return to originating Department for Committee(s) review or forward to City Manager for review and (depending on dollar level) approval**

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

City of Santa Fe New Mexico
Memorandum

Date: September 21, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Sep 21, 2021 11:39 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, AICP, Project Administrator, Senior RGM

RE: Ratification of Funding Agreements

ITEM AND ISSUE:
Requesting the Governing Body to Ratify NMDOT Funding Agreements as Per Ordinance #2020-33, Section 2-4.6.B and BAR the funding.

Item A: Ratify Contract Amendments to NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project extending termination date from 09/15/2021 to 03/15/2022. Approved by the City Manager on 09/13/2021.

Item B: Ratify Contract Amendments to NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass increasing design funding from $284,999 to $1,069,437; and extending termination date from 03/31/2022 to 01/25/2024. Approved by the City Manager on 09/17/2021.

Item C: Approve Budget Adjustment Resolution (BAR) of $784,438 to Project ID# ENG18330E; Org./Obj. 3309980.572960.

BACKGROUND:
Two (2) NMDOT funding agreements needed to be amended:

1. NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project extending termination date from 09/15/2021 to 03/15/2022; and
2. NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass increasing design funding from $284,999 to $1,069,437; and extending termination date from 03/31/2022 to 01/25/2024.

Although the City requested NMDOT to amend the above contracts on August 11, 2021, the City received the documents from NMDOT just a few days before Contract No. D15509 (Item A) expires; and design funding for Contract No. D18446 (Item B) can be obligated to FY22. Consequently, both contract amendments missed to be included on the Agenda of the Governing Body's regular meeting on September 8, 2021.

To avoid the risk of losing funding for these two projects, the City Manager approved the above contracts on September 13th and 17th, respectively. As per Ordinance #2020-33, Section 2-4.6.B, the City Manager has *the authority to enter agreements seeking or accepting funds of any amount, when the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body next regularly scheduled meeting. Such agreements shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted.*

ACTION REQUESTED:
To ratify amendments to NMDOT Contract Nos. D15509 and D18446 approved by the City Manager on September 13th and 17th respectively; and approve the BAR of $784,438 to complete the design plan of St. Michael's Drive-Rail Trail Underpass Project.

ATTACHMENTS:
1) Fourth Amendment to NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project
2) First Amendment to NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass
3) BAR (1)
4) Summary of Contracts (2)
5) Procurement Checklist (2)
6) MOA Exemption (2)

City of Santa Fe, New Mexico

memo

Date: September 17, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Sep 21, 2021 11:39 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, Public Works Projects Administrator, Senior

Subject: Exemption Determination Request 13-1-98 A

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

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

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

Amount: $ 967,200

Term: 03/15/2022

Approved Exemption

Fran Dunaway
Fran Dunaway (Oct 17, 2021 12:58 MDT)
Fran Dunaway, Chief Procurement Officer

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100460**
CFDA No:	**20.205- Highway Planning & Construction**

FOURTH AMENDMENT TO COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **Fourth Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D15509, on March 23, 2017; and,

Whereas, Section 22 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. **Section 19, Term**, is deleted and replaced with the following:

   19. Term.
   This Agreement is effective on March 23, 2017. This Agreement terminates on **March 15, 2022**. If a contract term extension is needed, the Public Entity must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

2. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Fourth Amendment.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling Date: Sep 10, 2021
Craig C Kling (Sep 10, 2021 09:21 MDT)
Assistant General Counsel

City of Santa Fe

By: _____ Date: 9/13/2021
Jarel Lapan Hill, City Manager

ATTEST

By: _____ Date: 9/13/2021
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney Office

By: Marcos Martinez Date: Sep 13, 2021
Marcos Martinez (Sep 13, 2021 11:54 MDT)
Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 3/15/2022 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$530,600**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**The proposed project identifed through the RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting , drainage accomidations, new signing and striping. On Route FL4777 on Guadalupe street reconstruciton "road diet" from Agua Fria street to Paseo De Peralta.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 9, 2021

Ms. Romella Glorioso-Moss
Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504

RE: Control Number: S100460

Dear Ms. Glorioso-Moss:

Enclosed for your coordination of signatures are three originals of the Cooperative Project Agreement for the project referenced above. Please return them to your Region T/LPA Coordinator. An original will be mailed to you at the time they are fully executed.

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at 505-660-6102.

Sincerely,

Kimberly Perry for Sean Sandoval

Sean Sandoval
Division Director
Project Oversight Division

Concur:

Region T/LPA Coordinator

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

August 11, 2021

Ms. Sharon Cruz
Tribal/Local Public Agency Coordinator
NMDOT North Region Design
1120 Cerrillos Road, PO Box 1149
Santa Fe, NM 87504

Subject: S100460 Guadalupe St. Reconstruction Cooperative Project Agreement Time Extension Request

Dear Ms. Cruz:

The City of Santa Fe ("City") is requesting a 6-month time extension to S100460 Guadalupe St. Reconstruction Cooperative Project Agreement (D15509) from September 15, 2021 to March 15, 2022. The request is necessary to complete the design phase of the project, which has been delayed due to ROW acquisition and certification process. Several ROW parcels that need to be acquired have mortgages making the process more complex and time consuming.

Attached are the Agreement Request Form and the project schedule (Gantt Chart). If you have any questions regarding this request, please contact me via e-mail at rsglorioso-moss@santafenm.gov or by phone at (505) 955-6623.

Thank you for considering our request.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP
Senior Project Administrator

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Fourth Amendment to Cooperative Project Agreement - Design Work

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	Project Administrator, Senior	09/17/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Oct 17, 2021 12:58 MDT)	Chief Procurement Officer	Oct 17, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200847

Contractor: NMDOT Cooperative Project Agreement, CN S100460 - Design Work

Description: S100460/CIP 801B – Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. Road diet, reducing 4 lanes to 3 to add ADA sidewalks, bike lanes, improve signalization.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 03/23/2017 Term End Date: 04/30/2021

☑ Approved by Council Date: 8/23/2019

Contract / Lease:

Amendment # 4 to the Original Contract / Lease # D15509

Increase/(Decrease) Amount $

Extend Termination Date to: March 15, 2022

☐ Approved by Council Date:

Amendment is for:

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

Original Contract Amount: $375,000.00 Contract # D155509 Termination Date: 09/30/2019
Amendment #1: Amount: $52,200.00 Termination Date: 10/16/2020
Reason: Additional funding and extension of termination date.
Amendment #2: Amount: $540,000 Termination Date: 04/30/2021
Amendment #3: Amount: 0 Termination Date: 09/15/2021 to complete ROW acquisition
Amendment #4: Amount: 0 Termination Date: 03/15/2022 to complete ROW acquisition

3. **Procurement History:**

Fran Delaway (Oct 17, 2021 12:58 MDT) Oct 17, 2021
Purchasing Officer Review: Date:
Comment & Exceptions: Amend # 4 to extend for 3rd year of a 4 year contract

4. **Funding Source:** 3309980 Project ST18330AS **Org / Object:** 3309980.490150/572960

Andy Hopkins (Oct 14, 2021 11:23 MDT) Oct 14, 2021 572940
Budget Officer Approval: Date:
Comment & Exceptions:

Staff Contact who completed this form: Romella Glorioso-Moss Phone # X6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe, New Mexico
memo

Date: September 17, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Sep 21, 2021 11:39 MDT)
Regina Wheeler, Public Works Department Director

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

Subject: Exemption Determination Request 13-1-98 A

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

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

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

Amount: $ 1,069,437

Term: 01/25/2024

Approved Exemption

_____
Fran Dunaway, Chief Procurement Officer

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100470**
CFDA No:	**20.205- Highway Planning & Construction**

FIRST AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **First Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on February 28, 2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to modify funding; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 1, Project Funding and Description**, is deleted and replaced by the following:

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $243,503
   St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
2. **City's matching 14.56% share** $41,496
   For the purpose stated above.
3. **The Total Project Funding for DesignWork** $284,999

4. **FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds**
   Department's 90% share $620,794
   St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
5. **State's matching 10% share** $68,977
   For the purpose stated above.
6. **The Total Project Funding for DesignWork** $689,771

7. **FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds**
   Department's 90% share **$85,200**
   Right of Way St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
8. **State's matching 10% share** $9,467
   For the purpose stated above.
9. **The Total Project Funding for DesignWork** $ 94,667

10. **The total Project Funding** $ 1,069,437

2. **Section 4, Term**, is deleted and replaced with the following:

   4. Term.
   This Agreement is effective on February 28, 2020. This Agreement terminates on **01/25/2024**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

3. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling (Sep 16, 2021 16:28 MDT) Date: Sep 16, 2021
Assistant General Counsel

City of Santa Fe

By: _____ Date: 9/17/2021

ATTEST

By: _____ Date: 9/17/2021
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez (Sep 17, 2021 07:57 MDT) Date: Sep 17, 2021
Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 1/25/2024 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$949,497**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Form No. A-110
Rev. 02/13

New Mexico DEPARTMENT OF TRANSPORTATION

Intra-Departmental Correspondence

Date: **September 14, 2021**

To: **Michael R. Sandoval, Cabinet Secretary**

From: **Alexis Perry, District 5 Liaison**

Through: **Sean Sandoval, Project Oversight Division**
Aaron Frankland, Office of General Counsel

Subject: **Cooperative Agreement for Signature**

****

This IDC shall serve as justification for the attached Cooperative Agreement for CN: S100470. Lead Agency: City of Santa Fe to St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1. The Project Oversight Division (POD) is submitting this Agreement for your review and signature.

Contact Person for the City of Santa Fe: **Romella Glorioso-Moss, Projects Administrator**
Total Dollar Amount of Agreement: $1,069,437
Expiration Date of Agreement: 01/25/2024

If you have additional questions regarding the attached agreement, please contact Jacqulynn Hurtado at 505-690-6016. Thank you.

OFFICE OF GENERAL COUNSEL CONTRACT BRIEF FORM

DATE: 9/14/2021 FROM: Jacqulynn Hurtado PHONE: 505-690-6016

CONTRACTOR: City of Santa Fe
CONTROL NO: CN S100470

___NEW CONTRACT

__AMENDMENT TO EXISTING CONTRACT
_____ Scope of Work
xx___ Additional Compensation
_xx___ Time Extension
_____ Other_____

Note: For amendments, please attach a copy of the original agreement, any previous amendments, and a copy of the RFP, if applicable.

__ EXEMPT FROM PROCUREMENT PROCESS (*University; other educational institutions; other state agency, bureau; local public bodies).*

The Office of General Counsel's policy for turn around time is ten (10) working days. Please indicate below if there are extenuating circumstances which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call _____ at (505) 827-5431 if you have questions.

_____ Please make corrections on pages _____

_____ I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

_____ Please make corrections on pages _____ and return the marked up copy to the receptionist for further review and approval.

Other comments:

Form No. A-1343
Rev 2/19
POD

New Mexico Department of Transportation
AGREEMENT REQUEST FORM (ARF)

Control No. S100470

New Agreement _____

Amendment # 2

Tribal/Local Public Agency (T/LPA) City of Santa Fe

Address P.O. Box 909, 500 Market St., Suite 200, Santa Fe, NM 87504-0909

Contact Person Romella Glorioso-Moss Title Senior Project Administrator

Phone (505) 955-6623 Email rsglorioso-moss@santafenm.gov

069420818

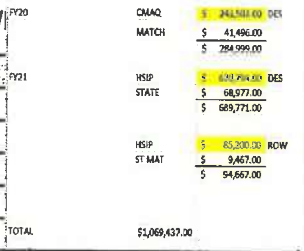
T/LPA DUNS Number: 069420818

Who Executes agreement at T/LPA (Mayor, Governor, Chairman): Mayor

Termini/ Project Description will be pulled directly from STIP database.

STIP YEAR (Design) 2020/2021 **PROPOSED WORK /**

FUNDING SOURCE	DESIGN	RIGHT OF WAY
Federal Funds	$ 933,274.00	$ 94,656.00
State Funds	$ 68,977.00	$ 9,466.00
Local Match	$ 41,496.00	$
Soft Match	$	$
Other	$	$
TOTAL AMOUNT OF		



Anticipated Begin Date 11/01/2021 Anticipated End Date 01/25/2024

What month will this project be ready to authorize Federal Funds? June 2022

You must also submit a estimated graphical project timeline (e.g., Microsoft Project, Primavera, Critical Path or Gantt chart) that provides the projected completion dates for applicable certifications for construction, right of way and design phases.

Additional Information: The original start date was delayed due to the delay in issuing the RFP. The above dates starts with the issuance of the NTP. We are on schedule. The contract will be approved by Council on Aug. 28, 2021. The PO will be approved in Sept/Oct.

T/LPA Authorized Signature Romella Glorioso-Moss Date 08/10/2021

Region T/LPA Authorized Signature Manuel Maestas Date 9/13/2021

District T/LPA Authorized Signature James Mejia Date _____

CLE T/LPA Authorized Signature Heidi Ford Date 9/14/21

By signing this Agreement Request Form, representatives are certifying the Project End Date for the requested project is true and accurate based on project scope. The Project End Date will be entered into FMIS as mandated per 2 CFR 200.309.

A project agreement **WILL NOT** be processed until this ARF is received and has all signatures.

T/LPA must submit completed Agreement Request Form and estimated project timeline to your T/LPA Region Coordinator for review.

ALL Transportation Improvement Program, 20-20.1 Amendment 2020-2024

1 Projects Listed

NMDOT ID	S100470	*MPO/TIP*	SFM 20-20.1	*Local ID*	9015.17	*Total Cost*	$4,984,999
Lead Agency	City of Santa Fe	*Contact*	City of Santa Fe 000-0000	*NMDOT*	District District 5	*County*	Santa Fe
Project Type	Safety (21)	*Air Quality*		*TCM*		*Construction*	2022 start
Project Name	St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass						
Project Limits	Point location at Milepost 1						
Description	T/LPA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IS THE FOLLOWING: DESIGN AND CONSTRUCT A TRAIL UNDERPASS						

Phase	Fund Source	Prior	FY2020	FY2021	FY2022	FY2023	FY2024	Future	Total
PE	CMAQ - FLEX (CQX)	-	$243,503	-	-	-	-	-	$243,503
PE	HWY SAFETY IMPROV PROG (HSIP)	-	-	$689,771	-	-	-	-	$689,771
PE	LOCAL GENERAL FUNDS (LGF)	-	$41,496	-	-	-	-	-	$41,496
PE	ROAD FUND (RF)	-	-	$68,977	-	-	-	-	$68,977
	Total Preliminary Engineering	-	$284,999	$758,748	-	-	-	-	$1,043,747
ROW	HWY SAFETY IMPROV PROG (HSIP)	-	-	$94,656	-	-	-	-	$94,656
ROW	ROAD FUND (RF)	-	-	$9,466	-	-	-	-	$9,466
	Total Right of Way	-	-	$104,122	-	-	-	-	$104,122
CON	HWY SAFETY IMPROV PROG (HSIP)	-	-	-	$3,445,573	-	-	-	$3,445,573
CON	ROAD FUND (RF)	-	-	-	$391,557	-	-	-	$391,557
	Total Construction	-	-	-	$3,837,130	-	-	-	$3,837,130
	Total Programmed	**-**	**$284,999**	**$862,870**	**$3,837,130**	**-**	**-**	**-**	**$4,984,999**

*Map Has Not Been Marked

Version History

TIP Document		*MPO Approval*	*State Approval*	*FHWA Approval*	*FTA Approval*
16-08	Amendment 2016-2020	09/29/2017	09/29/2017	09/29/2017	N/A
18-05	Amendment 2018-2022	11/29/2018	12/17/2018	04/04/2019	N/A
18-14.1	Amendment 2018-2022	03/01/2019	03/18/2019	N/A	N/A
18-21.1	Amendment 2018-2022	09/09/2019	09/11/2019	N/A	N/A
20-00	Adoption 2020-2024	07/25/2019	8/27/19	9/19/19	8/27/19
20-04.1	Amendment 2020-2024	03/03/2020	03/05/2020	N/A	N/A
20-20.1	Amendment 2020-2024	06/30/2021	07/09/2021	N/A	N/A
22-00	Adoption 2022-2026	08/26/2021	08/30/2021	*Pending*	*Pending*

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Change funding years within first four years of the STIP and no change to the total project cost

Project Change(s):
Changed Exempt Category
- from "" to ", , , "

Funding Change(s):
ROAD FUND (RF)
► Add funds in FFY 21 in PE for $68,977 ROW for $9,466
- Decrease funds in FFY 22 in CON from $470,000 to $391,557
HWY SAFETY IMPROV PROG (HSIP)
► Add funds in FFY 21 in PE for $689,771 ROW for $94,656
- Decrease funds in FFY 22 in CON from $4,230,000 to $3,445,573
Total project cost stays the same $4,984,999

FY20	CMAQ	$ 243,503.00	DES	
	MATCH	$ 41,496.00		
		$ 284,999.00		
FY21	HSIP	$ 620,794.00	DES	
	STATE	$ 68,977.00		
		$ 689,771.00		
	HSIP	$ 85,200.00	ROW	
	ST MAT	$ 9,467.00		$ 949,437.00
		$ 94,667.00		
TOTAL	$ 1,069,437.00			

DESIGN		
FF	$	864,237.00
CITY	$	41,496.00
STATE	$	68,977.00
	$	974,770.00

ROW		
FF	$	85,200.00
STATE	$	9,467.00
	$	94,667.00
TOTAL	$	1,069,437.00

689,771.00
76,641.22

6/3/2021 Project Report

All Transportation Improvement Program, 20-20.1 Amendment 2020-2024 — **1 Projects Listed**

NMDOT ID: 810070 | MPO/TIP: STM 20 20.1 | Local ID: 9015 17 | Total Cost: $4,904,999
Lead Agency: City of Santa Fe | County: City of Santa Fe 000 0000 | NMDOT: District District 5 | Comp: Santa Fe
Project Type: Safety (S1) | Air Quality: | TIA: | Construction: 2022 start
Project Name: St Michael's Dr Rail Trail Pedestrian Crossing/Underpass
Project Limits: Point location at Interstate 1
Description: TTLPA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IS THE FOLLOWING: DESIGN AND CONSTRUCT A TRAIL UNDERPASS

Phase	Fund Source	Prior	FY2020	FY2021	FY2022	FY2023	FY2024	Future	Total
PE	CMAQ - FLEX (CQ00)	-	-	$243,503	-	-	-	-	$243,503
PE	HWY SAFETY IMPROV PROG (HSIP)	-	-	$620,794	FLR AWARD CHANGE FORM#4 THIS AMOUNT $ 620,794	-	-	-	$620,794
PE	LOCAL GENERAL FUNDS (LG01)	-	$41,496	-	-	-	-	-	$41,496
PE	ROAD FUND (RF)	-	-	$68,977	Match to correct -	-	-	-	$68,977
	Total Preliminary Engineering	-	$784,998	$759,748	TOTAL $ 620,771	-	-	-	$1,043,747
ROW	HWY SAFETY IMPROV PROG (HSIP)	-	-	$85,200	FLR AWARD CHANGE FORM#4 THIS AMOUNT $ 85,200	-	-	-	$85,200
ROW	ROAD FUND (RF)	-	-	$9,467	Match to $ 85,467.00	-	-	-	$9,467
	Total Right of Way	-	-	$94,667	TOTAL $ 85,467	-	-	-	$94,667
CON	HWY SAFETY IMPROV PROG (HSIP)	-	-	-	$3,443,573 FLR AWARD CHANGE FORM#4 THIS AMOUNT $ 3,443,573	-	-	-	$3,443,573
CON	ROAD FUND (RF)	-	-	-	$393,553 Match to $ 393,553	-	-	-	$393,553
	Total Construction	-	-	-	$3,837,126 Total $ 3,837,126	-	-	-	$3,837,126
	Total Programmed	-	$784,998	$854,415	$3,837,126	-	-	-	$5,476,999

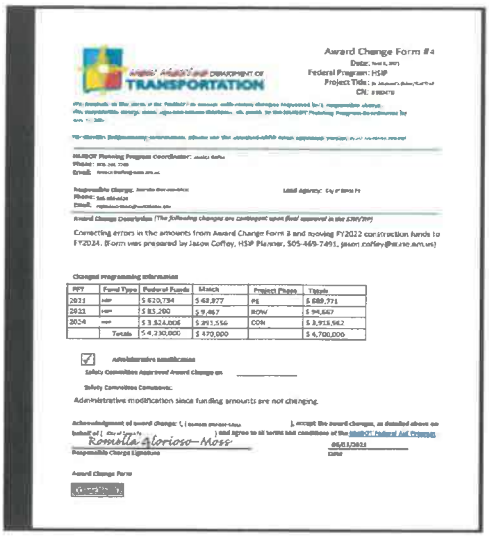
*Map Has Not Been Marked

Version History

TIP Date/Name		MPO Approval	State Approval	FHWA Approved	FTA Approved
16-08	Amendment 2016-2020	09/29/2017	09/29/2017	09/29/2017	N/A
18-05	Amendment 2018-2022	11/29/2018	12/17/2018	04/04/2019	N/A
18-14 1	Amendment 2018-2022	01/01/2019	01/18/2019	N/A	N/A
18 21 1	Amendment 2018 2022	08/08/2019	08/17/2019	N/A	N/A
20 08	Adoption 2020 2024	07/25/2019	8/7/19	9/19/19	8/22/19
20 8 1	Amendment 2020-2024	01/09/2020	04/09/2020	N/A	N/A
20 20 1	Amendment 2020-2024	Pending	Pending	N/A	N/A

Current Change Reason:
SCHEDULE / FUNDING - SCOPE - Change funding years within first four years of the RTP and no change to the total project cost

Project Change(s):



NMDOT Award Change Form #4
Date:
Federal Program: HSIP
Project Title:
CN:

Responsible Charge:
Phone:
Email:

Lead Agency: City of Santa Fe

Award Change Description (The following changes are contingent upon final approval in the STIP/TIP)

Correcting errors in the amounts from Award Change Form 3 and moving FY2022 construction funds to FY2024. (Form was prepared by Jason Coffey, HSIP Planner, 505-469-7491, jason.coffey@state.nm.us)

Changed programming information

FFY	Fund Type	Federal Funds	Match	Project Phase	Totals
2021	HSIP	$ 620,794	$ 68,977	PE	$ 689,771
2021	HSIP	$ 85,200	$ 9,467	ROW	$ 94,667
2024	HSIP	$ 3,524,006	$ 391,556	CON	$ 3,915,562
	Totals	$ 4,230,000	$ 470,000		$ 4,700,000

☑ Administrative modification

Safety Committee Approved Award Change on

Safety Committee Comments:

Administrative modification since funding amounts are not changing.

Acknowledgment of award change: I, [name printed here] on behalf of [ ], accept the award changes, as detailed above on this [ ] and agree to all terms and conditions of the NMDOT Federal Aid Program.

Rosalia Alarioso-Moss

Responsible Charge Signature

06/17/2021

Date

Award Change Form

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: First Amendment to Cooperative Project Agreement - Design Work

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 — Project Administrator, Senior — 09/17/2021

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

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

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200847

Contractor: NMDOT Cooperative Project Agreement, CN S100460 - Design Work

Description: S100460/CIP 801B – Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. Road diet, reducing 4 lanes to 3 to add ADA sidewalks, bike lanes, improve signalization.

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: 03/23/2017 Term End Date: 04/30/2021

☑ Approved by Council Date: 8/23/2019

Contract / Lease:

Amendment # 4 to the Original Contract / Lease # D15509

Increase/(Decrease) Amount $

Extend Termination Date to: March 15, 2022

☐ Approved by Council Date:

Amendment is for:

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

Original Contract Amount: $375,000.00 Contract # D155509 Termination Date: 09/30/2019
Amendment #1: Amount: $52,200.00 Termination Date: 10/16/2020
Reason: Additional funding and extension of termination date.
Amendment #2: Amount: $540,000 Termination Date: 04/30/2021
Amendment #3: Amount: 0 Termination Date: 09/15/2021 to complete ROW acquisition
Amendment #4: Amount: 0 Termination Date: 03/15/2022 to complete ROW acquisition

3. **Procurement History:**

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** 3309980 Project ST18330AS **Org / Object:** 3309980.490150/572960 572940

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Romella Glorioso-Moss Phone # X6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

ITEM # 20-0042

Contract No.: D18446
Vendor No.: 0000054360
Control No.: S100470

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100470 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND(CMAQ) Funds Department's 85.44% share** $243,503
   St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100470.)
2. City**'s matching 14.56% share** $41,496
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $284,999

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
d. 49 CFR Part 20, Lobbying Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 3/31/2022. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.
The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.
This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.
Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-660-3541
E-mail: sharonr.cruz@state.nm.us

District T/LPA Coordinator
Paul Brasher
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-469-2194
E-mail: paul.brasher@state.nm.us

Construction Liaison Engineer
Sherman Peterson
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: sherman.peterson@state.nm.us

Local Agency
John Romero
Engineer Supervisor
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6672
E-mail: jjromero1@ci.santa-fe.nm.us

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: 2/28/20
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Chavez Date: 10-31-19
Assistant General Counsel

CITY OF SANTA FE

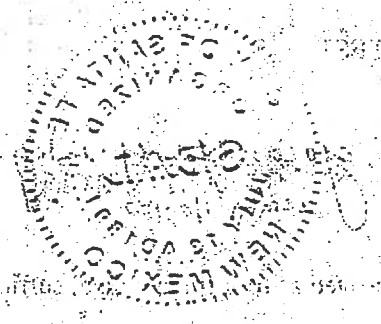
By: _____ Date: 2/3/20
Mayor

ATTEST

By: Yolanda Y. Vigil Date: 2-4-20
CITY OF SANTA FE Clerk
ccmtg 1/29/20

Approved as to form and legal sufficiency by the City's Attorney

By: _____ Date: 11/12/19
CITY OF SANTA FE Attorney



APPROVED:

MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: 1/30/20

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (DUNS);	069420818
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 3/31/2022 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	$243,503
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Federal Highway Administration (FHWA)
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit
23 CFR 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

S100470 AM#1 DESIGN AGREEMENT

Final Audit Report 2021-09-14

Created:	2021-09-14
By:	Jacqulynn Hurtado (jacqulynn.hurtado@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHcQAFNMuxctJ9IvvJ9po8rC9Pvs-mQ5J

"S100470 AM#1 DESIGN AGREEMENT" History

Document created by Jacqulynn Hurtado (jacqulynn.hurtado@state.nm.us)
2021-09-14 - 5:26:49 PM GMT- IP address: 164.64.74.20

Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-14 - 5:27:43 PM GMT

Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-14 - 5:34:46 PM GMT- IP address: 104.47.64.254

Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-14 - 5:45:04 PM GMT - Time Source: server- IP address: 164.64.74.20

Agreement completed.
2021-09-14 - 5:45:04 PM GMT

Adobe Sign

S100470 AM#1 DESIGN AGREEMENT 9.16.2021

Final Audit Report 2021-09-16

Created:	2021-09-16
By:	Jacqulynn Hurtado (jacqulynn.hurtado@state.nm.us)
Status:	Signed
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"S100470 AM#1 DESIGN AGREEMENT 9.16.2021" History

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2021-09-16 - 10:16:09 PM GMT- IP address: 104.47.65.254

Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-16 - 10:28:32 PM GMT - Time Source: server- IP address: 164.64.74.20

Agreement completed.
2021-09-16 - 10:28:32 PM GMT

Adobe Sign

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/ Roadway and Trails	09/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	ENG18330E	784,438	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	3309980	490150	ENG18330E	(784,438)	
				$ -	$ -

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

To budget for St. Michael's Dr-Rail Trail Underpass additional Federal funding administered through NMDOT to complete engineering design of the project.

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

Romella Glorioso-Moss 09/17/21
Prepared By *{print name}* Date

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

Andy Hopkins (Oct 14, 2021 11:23 MDT) Oct 14, 2021
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* Date

Regina Wheeler (Sep 21, 2021 11:39 MDT)
Department Director Signature Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico
Memorandum

DATE: **October 27, 2020**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director MM
Fran Dunaway, Chief Procurement Officer

FROM: **Bradley Fluetsch, CFA, Planning and Investment Officer** BjF

ITEM AND ISSUE:
RFP# 21/33/P - Workers Comp & General Liability TPA Services in the amount of $768,434.23 for Workers Compensation and General Liability third party administrative services.

Bradley Fluetsch, CFA, Planning and Investment Officer
(O) 505-955-6885 (M) 505-231-8753
bjfluetsch@santafenm.gov

Request for approval of this Professional Service Agreement in the total amount of $768,434.23 for third party administrative services of the City's Workers Compensation and General Liability self-insured programs; CCMSI.

BACKGROUND AND SUMMARY:
The City of Santa Fe runs a self-insurance program for both Workers Compensation and General Liability. The City contracts for "Third Party Administration" of claims filed against the City under both programs. The TPA accepts claims, investigates the circumstance, adjudicates and finally resolves claim. If the claim exceeds the City's self-insurance retention limit, the claims is passed to the General Liability carrier. If the claim cannot be resolved by the TPA, typically a lawsuit is filed. TPA works with both General Liability insurance carrier or the City Attorney's Office in order to resolve all claims.

PROCUREMENT METHOD:
Procurement for this for this Professional Service Contract was by RFP 21/33/P

CONTRACT NUMBER:
The FY20 Munis contract number is 3201698.

FUNDING SOURCE:
This is where you identify the funding source. Please include the Fund Name and the Fund Number, the Munis Org Name and the Org Number, and the Munis Object Name and the Munis Object Number. For example:

The funding source is:
Fund Name/Number: Risk Management/ Fund 600 and Workers Compensation Fund/Fund 610
Munis Org Name/Number: Risk Management/6001750 and Workers Compensation/6100231
Munis Object Name/Number: Gen Liability-Third Party Admin/555300 and Professionals Services 510300

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

Item#_____
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Cannon Cochran Management Services, Inc**, (CCMSI) 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 perform the following work:

A. Self-insured Workers' Compensation Claims Administration.

1) Review all claim and loss reports received from City during the term of this Agreement and process each claim or loss report in accordance with applicable statutory and administrative regulations.
2) Conduct an investigation of each reported claim or loss under subparagraph (1) above (hereinafter referred to as a "qualified claim or loss") to the extent deemed necessary by Contractor in the performance of its obligations hereunder.
3) Arrange for independent investigators or medical or other experts to the extent deemed necessary by Contractor in connection with processing any qualified claim or loss.
4) Pay medical and death benefits, temporary and permanent disability compensation and other losses and expenses, but only if in the sole judgment of Contractor, such payment would be prudent for the City and the anticipated amount thereof does not exceed the limit specified or the City specifically approves or directs such action in writing.
5) Perform reasonable and necessary administrative and clerical work in connection with qualified claims or losses including the preparation of checks bearing the name of City and drawn on the account or accounts established pursuant to paragraph 2(D) below.
6) Maintain a file for each qualified claim or loss which shall become the property of City and which shall be available for review by the City at any reasonable time.
7) Notify excess insurers of all qualified claims or losses with values that may exceed the City's retention, providing such insurers with necessary information on the current status of those claims or losses, unless relieved of this obligation by the City, pursuant to paragraph 2(A) below.
8) The Contractor's control supervisor shall review all open claims, at least monthly to make certain that claims and expense reserves are accurately set at the ultimate expected cost (no step reserving).

9) The Contractor shall assist the City Attorney with selection of counsel to defend qualified claims or losses, if requested by the City.
10) The Contractor shall assist the City's counsel, if requested, in preparing the defense of litigated cases, negotiating settlements and pursuing subrogation or contribution actions.
11) In the event of a fatality resulting from an on-the-job injury, personal contact with the family is required as soon as possible to explain benefits.
12) Personal contact with the claimant or claimant's family is required within 24 hours of receipt of a claim indicating an injury requiring hospitalization or immediate surgery.
13) All indemnity lost time claims shall be handled to conclusion by the same adjuster. The control supervisor may assign lost time claims to a telephone claims representative if the injury has stabilized and is of a type which requires a long term rehabilitation or healing process (or for other good reason with which is documented in the file).
14) In person statements are required from every claimant receiving weekly benefits or settlements. Telephonically recorded statements are acceptable in unusual circumstances.
15) Medical only claims will be handled by the control office, however, if a medical only claim develops into a lost time injury, the case will be reassigned to a lost time adjuster. The control supervisor may alter this procedure if warranted but must indicate the exceptional reason in the claim file. Copies of correspondence indicating status of claim must be provided to the city claims administrator.
16) Monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate in the sole judgment of the Contractor.
17) As the City directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee could return to work in the shortest period of time.
18) Assist the City in arranging for rehabilitation or retraining of employees in appropriate cases.
19) Maintain a current estimate of the expected total cost of each qualified claim or loss that considers indemnity, medical and expense components and is based on facts known at the estimation date, but is not trended or actuarially developed.
20) Utilize computer programs to furnish to the City selected loss and information reports either monthly, quarterly or annually which are entitled:
    i. Composite claim summary, with graphs by division yearly and monthly
    ii. Accident trend report, with graphs by division monthly
    iii. Loss analysis report, with graphs by division monthly
    iv. State reports, as needed
    v. Accumulated report monthly
    vi. Injury codes to identify body part and type
    vii. Number system of claims to identify type
    viii. Program access City staff
    ix. Indexing

x. Check register monthly

These reports shall contain such information as incident date, condensed incident description, department, other identifiers, payments made, estimated future costs and total expected costs of claims or losses, as well as summary and other data deemed relevant by the Contractor, but not IBNR (incurred but not reported) claims or actuarially developed loss values.

21. Annually report federal, state and local 1099 information under the City's tax identification numbers, when the City has provided all required IRS authorizations, for vendor payments issued by the Contractor on bank accounts owned by the City, but not for payment authorizations when the Contractor does not issue the checks.

21) Provide narrative reports of major or litigated claims, if requested by the City.

22) Provide claim forms and other forms believed by the Contractor to be appropriate for the efficient operation of the self-insurance program.

23) Return to the City all claim files upon termination of the contract at the City's expense.

B. Medical Control:

1) The control supervisor shall establish reasonable and customary fees negotiated with providers for service to employees including doctor visits, therapy and other injury related costs. The control supervisor shall direct all appointments after work hours when possible in accordance with the New Mexico Workers' Compensation Act.

2) Assist the City, where State rules and regulations permit, in the selection of a panel of physicians or other providers of health care to initially treat employees and a panel of medical specialists to provide long-term or specialty care.

3) Consult with the City in order to develop ways of using medical facilities and providers more effectively.

C. Employee Consulting:

1) As the City directs, provide information to ill or injured employees regarding the benefits available under the self-insurance program and counsel any such employees who wish to obtain the assistance of third parties in dealing with problems arising out of work-related illnesses or injuries.

2) If the City requests, consult with employee groups in regard to specific aspects of the self-insurance program.

3) Assist the City in developing policies and procedures to ensure that an employee's return to work or reassignment is consistent with any findings of an appropriate state administrative agency.

D. Program Development, upon the City's request:

1) Consult with the City on the establishment and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of the City.

2) Participate in the orientation of the City's personnel who are directly or indirectly involved in the processing of qualified claims or losses.

3) Provide information on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of the City.

4) Review the development of the self-insurance program periodically with representatives of the City in order to identify problems and recommend corrective action.

E. Contractor shall furnish appropriate renewal application forms and, upon the City's written request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the City's self-insurance program.

F. Contractor shall not provide any risk control services.

G. Contractor may subcontract to its affiliated corporations various services to be provided under this agreement. It is understood, however, that Contractor will be responsible for the performance of all services to be provided to the City hereunder in accordance with this agreement, including any subcontracted services.

H. Claim Administration.

1) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

2) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.

3) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.

4) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:

(a) Independent medical examinations of claimants;

(b) Managed care expenses, which include the services provided by comp me TM, CCMSI's proprietary managed care program. Examples of managed care expenses includes but is not limited to PPO net works, utilization review, nurse case management, medical bill audits and medical bill review;

(c) Fraud detection expenses, such as surveillance, which include the services provided by fire, CCMSI's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;

(d) Attorneys, experts and special process servers;

(e) Court costs, fees, interest and expenses;

(f) Depositions, court reporters and recorded statements;

(g) Independent adjusters and appraisers;

(h) Index bureau and OFAC (Office of Foreign Assets Control) Charges;

(i) MMSEA/SCHIP compliance charges;

(j) Electronic Data Interchanges, EDI, charges if required by

State law;
(k) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
(I) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;
(m) Police, weather and fire report charges that are related to claims being administered under Client's program;
(n) Charges associated with accident reconstruction, cause and origin investigations, etc.;
(o) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
(p) Charges associated with Medicare Set-Aside Allocations;
(q) Other expenses normally recognized as ALAE by industry standards.
I. Subrogation. CCMSI will monitor claims for subrogation
J. Provision of Reports. CCMSI agrees to provide reports to the Client as upon request.
K. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties.
L. Managed Care Services. CCMSI will provide the Client with managed care services (Comp MC) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit "A".

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed, such compensation not to exceed $768,434.23), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $64,836.64 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 ($833,270.87). 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 one hundred eighty three thousand six hundred seventy six dollars and fifty six cents ($183,676.56) for FY 2021-2022

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 eighty nine thousand one hundred eighty six dollars and eighty six cents ($189,186.86) for FY 2022-2023

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 ninety four thousand eight hundred sixty two dollars and forty seven cents ($194,862.47) for FY 2023-2024

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 two hundred thousand seven hundred and eight dollars and thirty four cents ($200,708.34) for FY 2024-2025,

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:
Bradley Fluetsch, CFA, Planning and Investment Officer
P.O. Box 909
Santa Fe, NM 87504
(O) 505-955-6885 (M) 505-231-8753
bjfluetsch@santafenm.gov

To the Contractor:
Cannon Cochran Management Service Inc. (CCMSI)
Courtney Barela, Account Manager
5700 Pasadena Ave Suite 102
Albuquerque, NM 87113
(O) 505-837-8738
cbarela@ccmsi.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:
CCMSI

Rodney J. Golden
RODNEY J. GOLDEN
Chief Operating Officer
DATE: 10/28/21
CRS# 02-498336-00-5

Registration # 1200046454

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Oct 25, 2021 08:22 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
GL-6001750.555300
WC-6100231.510300 AJH
AJH
Org. Name/Org#.

Cost Proposal to:

The City of Santa Fe

AND Risk Management & Safety
Workers Compensation & General Liability TPA Services

RFP# 21/33/P

Cannon Cochran Management Services, Inc.
4300 San Mateo, NE, Suite A300
Albuquerque, NM 87110
Phone: 505-837-8700
800-635-0679
Fax: 505-888-6794

Contact: Louise Carpenter, Regional Claims Manager
lcarpenter@ccmsi.com

May 2021

CCMSI®

www.ccmsi.com

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).

Option Year 1: July 1, 2021 thru June 30, 2022 Price:$ 183,676.56 (See below for breakdown)

Option Year 2: July 1, 2022 thru June 30, 2023 Price:$ 189,186.86 (See below for breakdown)

Option Year 3: July 1, 2023 thru June 30, 2024 Price:$ 194,862.47 (See below for breakdown)

Option Year 4: July 1, 2024 thru June 30, 2025 Price:$ 200,708.34 (See below for breakdown)

Fixed Fee Information	**Year 1**	**Year 2**	**Year 3**	**Year 4**
Fixed Fee Annual Amount	$183,676.56	$189,186.86	$194,862.47	$200,708.34
Fixed Fee Per Month Rate	$15,306.38	$15,765.57	$16,238.54	$16,725.70
Monthly Rate Fee for WC/GL	$4591.91-WC $10714.47-GL	$4729.67-WC $11035.90-GL	$4871.56-WC $11366.98-GL	$5017.71-WC $11707.99-GL
Split Determination	30%-WC, 70%-GL	30%-WC, 70%-GL	30%-WC, 70%-GL	30%-WC, 70%-GL

Per Claim Billing Info				
Index	$12.30	$12.30	$12.30	$12.30
EDI First Submission	$10.00	$10.00	$10.00	$10.00
EDI Subsequent Submissions	$5.00	$5.00	$5.00	$5.00
CMS (Medicare)	$25.00	$25.00	$25.00	$25.00
NCM Per Hourly Rate	$85.00	$85.00	$85.00	$85.00
NCM Mileage	Per Gov Rate	Per Gov Rate	Per Gov Rate	Per Gov Rate
NCM Expenses	Actual	Actual	Actual	Actual
Vendor Case Management	ALE	ALE	ALE	ALE
Bill Review Fee	$7.50 per bill	$7.50 per bill	$7.50 per bill	$7.50 per bill
Bill State Reporting Fee	$1.50 per reportable bill	$1.50 per reportable bill	$1.50 per reportable bill	$1.50 per reportable bill
Bill Review Savings	30%	30%	30%	30%
PBM Savings	30%	30%	30%	30%
Subrogation	25% of Recovery	25% of Recovery	25% of Recovery	25% of Recovery
SIU	ALE	ALE	ALE	ALE
Clear/Legal X	See Below	See Below	See Below	See Below
Special Reports	$125 per hour	$125 per hour	$125 per hour	$125 per hour

Plus Gross Receipts Tax

SCHEDULE OF CLEAR SERVICES AND FEES

Service	Description	Service Fee
Legal Bill Review / Audit Services	Review and audit all legal invoices submitted by Client-approved law firms for adjudication in compliance with Client's Defense Counsel Billing Guidelines and Generally Accepted Legal Billing Principles.	**PAID TO BOTTOMLINE TECHNOLOGIES, INC.** 1.95% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).
Management Fee for administration of Legal Bill Review Program, administration and integration of data reporting and data transfer, development and delivery of Performance Reports, and maintenance of technology interface	Integration and interface of legal bill review / audit software with CCMSI's claim system necessary to review and adjudicate legal invoices electronically. Periodic standard reports will be developed and produced summarizing Program's overall savings results. Metrics will be applied to analyze the overall performance of law firms. A Bill Analysis Report (BAR) will be generated for each legal invoice reviewed. The BAR will be included with each check to the appropriate law firm and include details and supporting documentation for any deductions applied to the original billing.	**PAID TO CCMSI** 0.25% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).

Note: Fees relative to legal bill review services will appear on the transaction register payable to "CLEAR", CCMSI's proprietary legal bill review program.

Guarantee: If Legal Bill Review savings achieved for Client is less than the 2.20% total service fee incurred on an annual basis, the Client will be refunded the difference between the service fee incurred and the amount actually saved on invoices. Therefore, service fees will never exceed the savings achieved for Client on an annual basis. Bottomline Technologies, Inc. and CCMSI service fees are paid as ALAE to the applicable claim file as described in section B. 1.(d)17) of this Agreement.

CCMSHOL-01 SSHOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/4/2021

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: PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER B : National Fire Insurance Company of Hartford	20478
	INSURER C : Contractors Bonding and Insurance Company	37206
	INSURER D : Great American E & S Insurance Company	37532
	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			6079556217	11/17/2020	11/17/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6079556220	11/17/2020	11/17/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			6079556248	11/17/2020	11/17/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		6079556234	11/17/2020	11/17/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	E&O			TER2861265	7/31/2021	7/31/2022	SIR $150,000	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following are included as Additional Insured with respect to General Liability when required by written Contract:
1. City of Santa Fe

CERTIFICATE HOLDER

City of Santa Fe
ATTN: Risk Management
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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CCMSHOL-01 LCOZAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/30/2021

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

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PRODUCER Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME: Samantha Shock PHONE (A/C, No, Ext): (312) 837-4403 FAX (A/C, No): E-MAIL ADDRESS: Samantha.Shock@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AXIS Insurance Company	37273
INSURED CCMSI Holdings, Inc. 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER B : Lloyd's of London	00000
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						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	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Primary Cyber Liab			P-001-000013265-04	11/17/2020	11/17/2021	Limit	10,000,000
B	Excess Cyber Liab			ESJ0223589255	11/17/2020	11/17/2021	over Primary Cyber	10,000,000

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

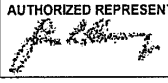
CERTIFICATE HOLDER

CCMSI Holdings, Inc.
2 East Main Street, Suite 208
Towne Centre Building
Danville, IL 61832

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: CCMSI
DBA: CCMSI

Business Location: 5700 PASADENA AVE NE 102
ALBUQUERQUE, NM 87113

CRS Number: 0249833600 5

Owner: CCMSI

License Number: 222022

License Type: Business License - Renewable

Issued Date: May 09, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: May 09, 2022

Fees Paid: $10.00

CCMSI
5700 PASADENA AVE NE 102
ALBUQUERQUE, NM 87113

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ◯ or CONTRACT AMENDMENT ◯

2 Name of Contractor Cannon Cochran Management Services, Inc.

3 Complete information requested

◉ Plus GRT

◯ Inclusive of GRT

Original Contract Amount: $833,270.85

Termination Date: 06-30-2025

◯ Approved by Council Date: _____

◯ or by City Manager Date: _____

Contract is for:

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

◯ Approved by Council _____

◯ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 21/33/P Date: 10/25/2021

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** First year of 4 year contract

example: (First year of 4 year contract)

Yodel M. Catanach
Yodel M. Catanach (Oct 29, 2021 13:45 MDT)

Purchasing Officer Review

Comments or Exceptions: RFP 21/33/P

7 **Funding Source:** Gen-Liab-Third Party Admin & Professinal Services **Org/Obj** 60001750.555300 & 6100231.510300

Andy Hopkins
Andy Hopkins (Oct 29, 2021 09:59 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Melanie Lovato

Phone # 505-490-1693

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cannon Cochran Management Services, Inc

Procurement Title: _____

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ *Contract Extension* ___

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

Department Requesting Finance Staff Name Melanie Lovato/Brad Fluetsch

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒ X	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	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: _____

Melanie Lovato	Risk Analyst	10/25/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Yodel M. Catanach Yodel M. Catanach (Oct 29, 2021 13:45 MDT)	Chief Procurement Officer	Oct 29, 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: September 28, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Melanie Lovato, Procurement Manager
Risk and Safety

SUBJECT: Evaluation Committee Report, Workers Compensation General Liability TPA RFP # 21/33/P

In accordance with the Request for Proposals for Workers Compensation General Liability TPA issued May 6, 2021, two responses were submitted from the following Offerors: CCMSI and CorVel and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Brad Fluetsch, City of Santa Fe
Barbara Lujan, City of Santa Fe
Chris Ryan, City of Santa Fe

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

- June 2, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- June 08, 2021: Evaluation Committee met to score proposals for CCMSI and CorVel

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (200 Total Points)

		CCMSI	CorVel
Offeror Points		**200**	**200**

Specifications:

Offeror must:

a) provide a brief description of relevant corporate experience with city or state government and private sector. 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 workers compensation and general liability claim adjuster/servicer on behalf of the City. All workers compensation and general liability claim adjuster/servicers that are provided to private sector will also be considered;

b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the primary point of contact, the lead adjuster, client relation contact for both workers compensation and general liability if different. Offeror must include key personnel education, work experience, relevant certifications/licenses, and special training.

c) describe at least two claims, and the process that was followed, with difficult results and how the claim was successfully resolved in the interest of the client.

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.

CCMSI

The Evaluation Committee awarded CCMSI 200 points based on the Offeror's response. CCMSI provided a thorough description of what was requested, relevant corporate experience with City or State government and private sector.

CorVel

The Evaluation Committee awarded CorVel 200 points based on the Offeror's response. Short work relations on references. References did not state work comp general liability third party administrative services.

Section IV.B.2, Organizational References (200 Total Points)

	CCMSI	CorVel
Offeror Points	**100**	**60**

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 in the state of New Mexico 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);

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.

CCMSI

The Evaluation Committee awarded CCMSI 100 points based on the Offeror's response. CCMSI had three of the requested references respond therefor they were awarded 100 points however the references supplied were positive and similar services of scope.

CorVel

The Evaluation Committee awarded CorVel 60 points based on the Offeror's response. CorVel has received the requested references however the references were short and not related to all the required scope of work.

Section IV.B.3, MANDATORY SPECIFICATIONS (400 Total Points)

	CCMSI	CorVel
Offeror Points	**200**	**100**

Evaluation Factors:

The City cannot represent more than five percent of total claims processed, annually. Scoring Criteria. Firms less than five percent will score a total of 100 and every one percent above five percent is a deduction of five points.

The City's prior loss runs be incorporated in data set. Scoring Criteria. Firms that can incorporate 100 percent of the data will be awarded 100 points. If zero loss run data can be incorporated the firm will receive no points.

The City would like a comparison of claim resolutions, total claims made, percent denied, percent paid, percent that went to lawsuit. Scoring Criteria: There are various scenarios that appear better or worse and the 100 points will be allocated accordingly.

The City would like a comparison of total claims made by category (Workers Comp, General Liability) verses total claims paid by category. 100 points will be allocated relative to other Offerors.

CCMSI

The Evaluation Committee awarded CCMSI 200 points based on the Offeror's response. The committee could not find data in CCMSI response for the comparison of claim resolutions, total claims made, percent denied, percent paid, percent that went to lawsuit. There also was not any comparison of total claims made by category (Workers Comp, General Liability) verses total claims paid by category.

CorVel

The Evaluation Committee awarded CorVel 100 points based on the Offeror's response.CorVel cannot incorporate the City's data loss runs. The committee could not find data in CorVel response for the comparison of claim resolutions, total claims made, percent denied, percent paid, percent that went to lawsuit. There also was not any comparison of total claims made by category (Workers Comp, General Liability) verses total claims paid by category.

Section IV. C, Business Specifications

Section IV.C.1, Financial Stability (See Table 1)

	CCMSI	CorVel
Pass/Fail	**Pass**	**Pass**

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	CCMSI	CorVel
Pass/Fail	**Pass**	**Pass**

Specifications:

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.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	CCMSI	CorVel
Pass/Fail	**Pass**	**Pass**

Specifications:

Criteria 6: 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.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.4, Oral Presentation (100 Total Points)

	CCMSI	CorVel
Offeror Points	**100**	**100**

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Evaluation Committee did not require an Oral Presentation therefore both Offerors received the total points for this category.

Section IV.C.5, Costs (200 Total Points)

	CCMSI	CorVel
Offeror Points	**200**	**0**

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by Proposed Flat Fee per Case.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula based on the proposed annual compensation:

Lowest Responsive Offeror's Cost

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

Each Offeror's Cost

CCMSI

The Evaluation Committee awarded CCMSI 200 points based on the calculations using the above formula.

$183,676.56 divided by $183,676.56 equals one times two hundred equals two hundred

CorVel

The Evaluation Committee awarded CorVel 0 points based on the calculations using the above formula. CorVel did not provide the per claim cost estimate based on the City's loss runs, therefore, a total cost cannot be calculated.

Section IV.C.6, NM Preferences

	CCMSI	CorVel
NM Business Preference	**0**	**0**
NM Veterans Preference		

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.

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%.

CCMSI

Offeror submitted NM Resident Business/Veteran Business Certificate, however, Offeror is not within the Santa Fe municipal Limits. Offeror was awarded 0 Points.

CorVele

Offeror submitted NM Resident Business/Veteran Business Certificate, however, Offeror is not within the Santa Fe municipal Limits. Offeror was awarded 0 Points.

Workers Compensation General Liability TPA
RFP # 21/33/P **Evaluation Summary**

	CCMSI	CorVel
Section IV.B 1. Technical Specifications Organizational Experience (200 Points)	200	200
Section IV.B 2. Technical Specifications Organizational References (100 Points)	100	60
Section IV.B 3. Technical Specifications Oral Presentation (100 Points)	100	100
Section IV.B 4. Technical Specifications Mandatory Specification (400 Points)	200	100
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 (200 Points)	200	0
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	0	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	0	0
TOTAL POINTS AWARDED	**800**	**460**

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 Workers Compensation and General Liability TPA services RFP #21/33/P to the one proposal receiving the highest scores along the natural point-break; CCMSI; subject to agreement between the Finance Department, Risk Management and the selected Offeror. Awarding a contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe.

Committee Signature Approval

Brad Fluetsch — Sep 29, 2021

Bradley Fluetsch — Date
Evaluation Committee Member

Barbara Lujan — Sep 29, 2021

Barbara J. Lujan — Date
Evaluation Committee Member

Christopher W. Ryan — Sep 29, 2021

Christopher Ryan — Date
Evaluation Committee Member

Melanie lovato — Sep 28, 2021

Melanie Lovato — Date
Procurement Manager

Chief Procurement Officer Signature Approval

Yodel M. Catanach — Oct 29, 2021
Yodel M. Catanach (Oct 29, 2021 13:45 MDT)

Fran Dunaway Or CPO Designee — Date
Chief Procurement Officer
City of Santa Fe

09-28-2021

Signature: Melanie lovato
Melanie lovato (Sep 28, 2021 14:49 MDT)

Email: mylovato@santafenm.gov

Signature: Brad Fluetsch

Email: bjfluetsch@ci.santa-fe.nm.us

Signature: Barbara Lujan
Barbara Lujan (Sep 29, 2021 08:30 MDT)

Email: bjlujan@ci.santa-fe.nm.us

Signature: Christopher W. Ryan
Christopher W. Ryan (Sep 29, 2021 09:01 MDT)

Email: cwryan@santafenm.gov

Signature: Mary McCoy

Email: mtmccoy@santafenm.gov

Signature: Bradley Fluetsch (Oct 29, 2021 09:44 MDT)

Email: bjfluetsch@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **October 27, 2020**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director MM
Fran Dunaway, Chief Procurement Officer

FROM: **Bradley Fluetsch, CFA, Planning and Investment Officer** BJF

ITEM AND ISSUE:

RFP# 21/34/P Comprehensive Insurance Claims Admin Broker Services in the amount of $271,936.00 for Comprehensive Insurance claims Broker services.

Bradley Fluetsch, CFA, Planning and Investment Officer
(O) 505-955-6885 (M) 505-231-8753
bjfluetsch@santafenm.gov

Request for approval of this Professional Service Agreement in the total amount of $271,936 for comprehensive insurance claims admin broker services; AJ Gallagher.

BACKGROUND AND SUMMARY:
The City is self-insured with a comprehensive insurance program of various coverages and retention limits. The City retains an Insurance Broker to shop for various coverages as needed, provide expert advice on policies, coverages and limits, and various other activities to assist staff with the implementation of the self-insurance program.

PROCUREMENT METHOD:
Procurement for this for this Professional Service Contract was by RFP 21/34/P

CONTRACT NUMBER:
The FY20 Munis contract number is 3202153

FUNDING SOURCE:
The funding source for the Insurance Broker fee comes from the Risk Management Fund, fund 600, Risk Management/6001750; Professional Contracts 510300.

The funding source is:
Fund Name/Number: Risk Management/ Fund 600
Munis Org Name/Number: Risk Management/6001750
Munis Object Name/Number: Professional Contracts/510300

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

Item#_____
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Arthur J. Gallagher & Co.**, (AJ Gallagher) 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 perform the following services-for the City:

A. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City and its members. Meet with City Risk Management staff, City committees, and/or staff of City departments as requested.

B. Proactively provide ongoing review and analysis. Of the City's insurance programs and make any appropriate recommendations for coverage changes or new coverages. Provide early warning of rate and coverage changes or renewal problems and annually provide a comprehensive report that reviews all City insurance programs.

C. Assure that insurance policies are placed in a timely manner, without lapses in coverage period, with reputable and financially responsible insurers. Advise in writing of any changes to insurance policy within 14 days.

D. Review policy and other documents in detail within 14 days of receipt of the documents to check for wording an accuracy of each policy, binder, certificate, endorsement or other document received from the insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the City.

E. When more than one market is approached for a line of coverage, provide the City with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.

F. Issue certificates of insurance within three (3) business days following the date of request.

G. Comply with all State and Federal laws and regulations pertaining to insurance brokers-licensed
in the State of New Mexico.

H. Make available consultation services as well as loss control services as requested by the City. Assist in analyzing loss exposures from existing and new operations and determine the appropriate risk management alternatives; including types, availability, cost; and extent of coverages that should be considered. Provide oversight and ensure compliance of third party administrators assigned to handle the City's accounts.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed, such compensation not to exceed ($271,936.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $22,944.60 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 ($294,880.60 . 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 sixty five thousand dollars ($65,000.00) for FY 2021-2022

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 sixty six thousand nine hundred and fifty dollars ($66,950.00) for FY 2022-2023

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 sixty eight thousand nine hundred fifty nine dollars ($68,959.00) for FY 2023-2024

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 seventy one thousand twenty seven dollars ($71,027.00) for FY 2024-2025,

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:
Bradley Fluetsch, CFA, Planning and Investment Officer
P.O. Box 909
Santa Fe, NM 87504
(O) 505-955-6885 (M) 505-231-8753
bjfluetsch@santafenm.gov

To the Contractor:
Arthur J. Gallagher (AJ Gallagher)
Nasreen Kopecky, Account Executive
18201 Von Karman #200
(O) 949-349-9857 (M) 949-235-0169
nasreen_kopecky@ajg.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:
AJ GALLAGHER

Maria King

Maria King
NAME

Area President
TITLE

DATE: 10/27/2021

Fed I.D.# 94-3015711

Registration #

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 25, 2021 08:21 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

6001750.555300
Org. Name/Org#.

AJH
AJH

City of Santa Fe

Cost Proposal

Response to RFP #21/34/P
Insurance Brokerage Services and Claims Adjustment

May 27, 2021

Gallagher

Insurance | Risk Management | Consulting

Appendix C – Cost Response

Fee Structure

i) *Describe in detail all fees to be charged, including allocated loss expense. Please quote the service fee on a flat rate basis, as well as a per claim basis. The fee structure shall be quoted for a four year contract with annual amounts quoted for each year. Annual amounts shall include applicable gross receipts taxes.*

Our fee is flat with an annual 3% increase and only applies to brokers services. We are not responding to the claims administration price.

ii) *Discuss the additional cost, if any, if a new claims administrator is selected and open claims are transferred to the new administrator for processing to their conclusion.*

Discuss any additional cost for report modifications, specialization, etc.

As per our discussion during the pre-proposal conference, we will not be managing a claims administration program. Claim services will be continued to be provided by your selected insurance carrier. This applies to items g) to i), below.

See completed Cost Response Form on the following page.

©2021 Arthur J. Gallagher & Co.

APPENDIX C

COST RESPONSE FORM

APPENDIX C
COST RESPONSE FORM

Fee Structure

i) Describe in detail all fees to be charged, including allocated loss expense. Please quote the service fee on a flat rate basis, as well as a per claim basis. The fee structure shall be quoted for a four year contract with annual amounts quoted for each year. Annual amounts shall include applicable gross receipts taxes.
ii) Discuss the additional cost, if any, if a new claims administrator is selected and open claims are transferred to the new administrator for processing to their conclusion.

Discuss any additional cost for report modifications, specialization, etc.

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: July 1, 2021 thru June 30, 2022 Price:$ 65,000

Option Year 2: July 1, 2022 thru June 30, 2023 Price:$ 66,950

Option Year 3: July 1, 2023 thru June 30, 2024 Price:$ 68,959

Option Year 4: July 1, 2024 thru June 30, 2025 Price:$ 71,027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2021

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.
300 S. Riverside Plaza, Suite 1500
Chicago IL 60606

CONTACT NAME: Direct All Inquiries to Email
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Chi_Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : ACE Property & Casualty Insurance Co	20699
INSURER C : Arch Indemnity Insurance Company	30830
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Arthur J. Gallagher & Co. and its subsidiaries
The Gallagher Centre
2850 West Golf Road
Rolling Meadows IL 60008

COVERAGES **CERTIFICATE NUMBER:** 1204375641 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		41GPP4938414	10/1/2021	10/1/2022	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 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			41CAB4938314 (AOS) 41CAB4939014 (MA)	10/1/2021 10/1/2021	10/1/2022 10/1/2022	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 X RETENTION $ 25,000			XEU G46820149 005	10/1/2021	10/1/2022	EACH OCCURRENCE AGGREGATE 	$ 25,000,000 $ 25,000,000 $
A C	**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		41WCI4938114 (AOS) 44WCI0501914 (NY, TX, CA, KY, MO)	10/1/2021 10/1/2021	10/1/2022 10/1/2022	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability:
General Aggregate Per Location Subject to $10 Mil Policy aggregate.
County of San Bernardino, its officers, employees, agents, volunteers, Vendors, and subcontractors are shown as an Additional Insured on the General Liability policy per form 00 GL0596 00 04 10 attached as required by written contract pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

County of San Bernardino
222 W Hospitality Lane, Third Floor
San Bernardino CA 92415

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQOUR LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41GPP4938414

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2021

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.
300 S. Riverside Plaza, Suite 1500
Chicago IL 60606

CONTACT NAME: Direct All Inquires via E-mail
PHONE (A/C, No, Ext): 312-704-0100 **FAX (A/C, No):** 312-803-7443
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : XL Specialty Insurance Company	37885
INSURER C : Underwriters at Lloyd's London	15792
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Arthur J. Gallagher & Co. and its subsidiaries
The Gallagher Centre
2850 West Golf Road
Rolling Meadows IL 60008

COVERAGES **CERTIFICATE NUMBER:** 198620403 **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	Errors & Omissions			016030323	9/29/2021	10/1/2022	Per Claim/Aggregate	$12,000,000
B	Excess Errors & Omissions			ELU177899-21	9/29/2021	10/1/2022	Per Claim/Aggregate	$10,000,000
C	Excess Errors & Omissions			B1262FI0121921	9/29/2021	10/1/2022	Per Claim/Aggregate	$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage extends to:
Arthur J. Gallagher Insurance Brokers of California, Inc.
18201 Von Karman Avenue, Suite 200
Irvine, CA 92612

CERTIFICATE HOLDER

County of San Bernardino
222 W Hospitality Lane, Third Floor
San Bernardino CA 92415

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): 10/4/2021

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. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 312-704-0100 **FAX (A/C, No):** 312-803-7443 **E-MAIL ADDRESS:**
INSURED ARTHJGA113 Arthur J. Gallagher & Co. and its subsidiaries 2850 West Golf Road Rolling Meadows, IL 60008	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Indian Harbor Insurance Company / 36940 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 194073647 **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	Cyber Liability			MTP903416503	5/1/2021	5/1/2022	Aggregate/per claims	$2,000,000

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

Coverage extends to:
Arthur J. Gallagher Insurance Brokers of California, Inc.
18201 Von Karman Avenue, Suite 200
Irvine, CA 92612

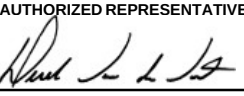
CERTIFICATE HOLDER

County of San Bernardino
222 W Hospitality Lane, Third Floor
San Bernardino CA 92415

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: ARTHUR J GALLAGHER
DBA: ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC

Business Location: 400 KIVA COURT
SANTA FE , NM 87505

CRS Number: 02961263001

Owner: Carolyn Nykaza

License Number: 227520

License Type: Business License - Renewable

Issued Date: March 31, 2021

Classification: Business Registration - Standard

Expiration Date: March 31, 2022

Fees Paid: $35.00

ARTHUR J GALLAGHER
2850 GOLF RD 7
ROLLING MEADOWS, IL 60008

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT (●) or CONTRACT AMENDMENT ( )

2 Name of Contractor Arthur J. Gallagher & Co.

3 Complete information requested ( ) Plus GRT (●) Inclusive of GRT

Original Contract Amount: $65,000 (3% increase annually)

Termination Date: 06-30-2025

( ) Approved by Council Date: _____

( ) or by City Manager Date: _____

Contract is for:

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

( ) Approved by Council _____

( ) or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 439,689.17

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 21/34/P Date: 10/25/2021

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** First year of 4 year contract

example: (First year of 4 year contract)

Yodel M. Catanach
Yodel M. Catanach (Oct 29, 2021 13:48 MDT)

Purchasing Officer Review

Comments or Exceptions: RFP 21//34/P

7 **Funding Source:** Gen-Liab-Third Party Admin **Org/Obj** 60001750.555300

Andy Hopkins
Andy Hopkins (Oct 29, 2021 10:00 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Melanie Lovato

Phone # 505-490-1693

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: AJ GALLAGHER & CO.

Procurement Title: _____

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ *Contract Extension*___

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

Department Requesting Finance Staff Name Melanie Lovato/Brad Fluetsch

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: _____

Melanie Lovato	Risk Analyst	10-25-21
Department Rep Printed Name (attesting that all information included)	Title	Date
Yodel M. Catanach Yodel M. Catanach (Oct 29, 2021 13:48 MDT)	Chief Procurement Officer	Oct 29, 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: September 17, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Melanie Lovato, Procurement Manager
Risk Management

SUBJECT: Evaluation Committee Report, Comprehensive Insurance Claim Admin Broker Service RFP # 21/34/P

In accordance with the Request for Proposals for Comprehensive Insurance Claim Admin Broker Service issued May 6, 2021, One responses were submitted from the following Offeror: Arthur J. Gallagher and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Bradley Fluetsch, City of Santa Fe
Barbara Lujan, City of Santa Fe
Chris Ryan, City of Santa Fe

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

- June 08, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- June 11, 2021: Evaluation Committee met to score proposals for AJ Gallagher
- June 23, 2021: Evaluation Committee met to score cost proposals

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (200 Total Points)

	AJ Gallagher
Offeror Points	**200**

Organizational Experience

Specifications:

Offeror must:

a) 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 Insurance. All insurance provided to private sector will also be considered. Offerors shall have five years' experience in administration of property, liability, auto and workers'

b) Provide a brief description of the firm, state whether your firm is local, regional, national or international. Include information on any affiliations and/or subsidiaries.

c) State the location of the offices from which the work will be done if your firm is awarded the contract, the number of partners, managers, seniors, supervisors and other professional staff employed by these offices.

d) Describe the range of activities performed by the offices from which the work will be performed (i.e., insurance sales, administration of other types of programs, general management services.

e) Provide a brief resume and certificate of insurances of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the primary point of contact, the lead adjuster, client relation contact, or any other staff that regularly communicate with City staff. Offeror must include key personnel education, work experience, relevant certifications/licenses, and specifically discuss the individual's experience in managing a claims administration program of the size and scope of the program described herein. Indicate the names of claims supervisors who will be assigned to City of Santa Fe's program. Indicate whether the supervisors are licensed by the State.

f) Indicate the number and level of examiners to be assigned as a ration of open indemnity claims per examiner. Indicate the minimum qualification of examiners.

g) List the names and addresses of law firms you use for litigation of cases.

i) Discuss the extent of services to be rendered by staff of your firm for litigated cases, negotiations of compromise and release settlements, and subrogation actions.

ii) Discuss the procedures to be utilized in determining when outside legal counsel is required.

h) Investigative Services

i) Discuss the extent of investigative services to be provided to City of Santa Fe by the staff of your firm. Describe the procedures to be utilized in determining when an outside investigative firm is required.

i) Medical Services

i) Discuss the recommended panel of medical experts, including specialists who may be utilized to review and/or provide treatment. Describe medical control procedures to be utilized by your firm.

j) Transition Program

i) Describe the recommended process to be implemented with regard to transition of open claims to a new claims administrator. Include a time frame for implementation of the program from the date of award of contract.

k) Record Keeping

i) Describe record keeping procedures to be utilized for all aspects of the claims administration program.

l) Experience of Firm

i) Discuss experience of your firm relative to administration of claim programs.

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.

[Offeror Name]

The Evaluation Committee awarded AJ Gallagher 200 points based on the Offeror's response. AJ Gallagher provided a thorough response of a) through l) in this Section.

Section IV.B.2, Organizational References (200 Total Points)

	AJ Gallagher
Offeror Points	**132**

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 in the state of New Mexico 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);

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.

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.

AJ Gallagher

The Evaluation Committee awarded AJ Gallagher 132 points based on the Offeror's response. Two references were received.

Section IV.B.4, MANDATORY SPECIFICATIONS (400 Total Points)

	AJ Gallagher
Offeror Points	**400**

Mandatory Specifications

Specifications:

a. The agent or broker must secure letters from all insurance companies represented stating that they are authorized to be their representative. These letters must be included with the Proposal.

b. The agent or broker and company submitting a proposal must be licensed in the State of New Mexico to do business for all lines being proposed. Must provide documentation with proposal.

c. All specimen policies and endorsements must be provided with the proposal.

d. The agent or broker must have been in the insurance business for at least twenty years. A complete listing including contact information must be included in the proposal for all current public entity clients.

e. Explain in depth all (not contracted) property appraisal, risk management, claims management, safety and loss control and coverage review resources offered by the agency or brokerage firm.

f. The agent or broker shall have Errors and Omissions coverage of at least $10,000,000 and must furnish Errors and Omissions certificate for not less than this amount as part of this proposal.

g. Agent and Broker must detail within their proposal documents, statements showing how they meet the above qualifications; and in addition, they must list the insurance companies they would use in handling the City account. It is the obligation of the agents and companies to furnish with their proposal sufficient information about this company to enable the City to reach a decision on the reliability and financial stability of each company.

h. The use of any wholesaler(s) must be fully disclosed in the proposal. The use of any owned wholesaler(s) is strictly not permitted. The individual signing this proposal must provide a complete list of any and all current public entity clients that utilize wholesaler(s) and disclose their firm's relationship with the wholesaler(s).

i. All Offerors are required to submit written evidence that the carrier will write the insurance for which the proposal is submitted. The Offerors may further be required to submit written statements as to the financial responsibility and resources of the insurance company.

Evaluation Factors:

a) Meets all legal, licensing requirements and submits requested documents from various insurance companies it represents. 100 Points
b) All specimen policies and endorsements must be provided with the proposal. 100 points
c) The agent or broker must have been in the insurance business for at least twenty years. A complete listing including contact information must be included in the proposal for all current public entity clients. 100 points.
d) Perceived quality of insurance companies underwriting various policies. 100 points

All other mandatory specifications (E-L) are included in the above scoring points.

AJ Gallagher

The Evaluation Committee awarded AJ Gallagher 400 points based on the Offeror's response. AJ Gallagher provided a response to all the criteria in Section IV.B.4 a through e. The Offeror met all legal and licensing requirements. They submitted the requested documents from various insurance companies it represents as well as the policies and endorsements. AJ Gallagher has been in business for at least 20 years and provided a complete listing of their current public entity clients.

Section IV. C, Business Specifications

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

	AJ Gallagher
Pass/Fail	**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.

Pass/Fail only. No points assigned.

Evaluation Factors:

Pass/Fail only. No points Assigned.

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

	AJ Gallagher
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.

Pass/Fail only. No points assigned

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (200 Total Points)

	AJ Gallagher
Offeror Points	**200**

Specifications: Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by Proposed Flat Fee per Case.

The evaluation of each Offeror's cost proposal will be conducted using the following formula based on the proposed annual compensation:

Lowest Responsive Offeror's Cost

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

Each Offeror's Cost

Evaluation Factors:

[Insert Evaluation Factor, **including cost formula**, if applicable, from RFP here]

AJ Gallagher

The Evaluation Committee awarded AJ Gallagher 200 points based on the Offeror's response. $65,000 divided by $65,000 equals one times two hundred points.

Section IV.C.4, NM Preferences

	AJ Gallagher
NM Business Preference	**60**
NM Veterans Preference	

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%.

AJ Gallagher

Offeror submitted NM Resident Business/Veteran Business Certificate. Offeror was awarded 60 Points.

Comprehensive Insurance Claim Admin Broker Services
RFP # 21/34/P **Evaluation Summary**

	AJ Gallagher
Section IV.B 1. Technical Specifications Organizational Experience (200 Points)	200
Section IV.B 2. Technical Specifications Organizational References (200 Points)	132
Section IV.B 4. Technical Specifications Mandatory Specification (400 Points)	400
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 (200 Points)	200
Section IV.C 4. Business Specifications New Mexico Resident Business Preference	
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference	60
TOTAL POINTS AWARDED	992

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contract to perform the scope of work as outlined in the Comprehensive Insurance Claim Admin Broker Service RFP #21/34/P to AJ Gallagher subject to agreement between the Risk and the selected Offerors. Awarding 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

Brad Flwatach

Name — Date

Evaluation Committee Member

Barbara Lujan
Barbara Lujan (Sep 18, 2021 08:08 MDT)

Name — Date

Evaluation Committee Member

Christopher W. Ryan
Christopher W. Ryan (Sep 20, 2021 06:58 MDT)

Name — Date

Evaluation Committee Member

Melanie Lovato
Melanie Lovato (Sep 29, 2021 11:20 MDT)

Sep 29, 2021

Name — Date

Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway
Fran Dunaway (Sep 29, 2021 09:11 MDT)

Sep 29, 2021

Fran Dunaway — Date

Chief Procurement Officer

City of Santa Fe

9-15-21-RFP 21-34-P Evaluation Committee Report-signed

Final Audit Report 2021-09-29

Created:	2021-09-29
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArKYK1RWVh3usiwOe_OtXXCB7N21oddmd

"9-15-21-RFP 21-34-P Evaluation Committee Report-signed" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
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Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-09-29 - 3:10:44 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-09-29 - 3:11:11 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-09-29 - 3:11:11 PM GMT

POWERED BY Adobe Sign

Signature: Mary McCoy

Email: mtmccoy@santafenm.gov

Signature: Bradley Fluetsch (Oct 29, 2021 09:53 MDT)

Email: bjfluetsch@santafenm.gov

City of Santa Fe, New Mexico

memo

Date: October 13, 2021

To: Public Utilities Committee, Finance Committee & Governing Body

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Jonathan Montoya, Source of Supply Operations Manager JM

Re: Approval of BAR and reclassification.

BACKGROUND AND JUSTIFICATION

As part of a comprehensive Water Operator staffing strategy, the Water Division's Source of Supply Section (SoS) is requesting that the vacant position #230034 *(Meter reader)* in the Utility Customer Service Division be transferred with its budget to the Water Division, Source of Supply section and reclassified to Water Operator Advanced. The current hourly salary for the Meter Reader Position would be increased from $17.36/hr. to the target salary of $28.39/hr., commensurate with responsibilities and in alignment with one other employees at SoS in the same classification. The transfer of and reclassification of this position will require a total reoccurring salary and benefits amount of $88,910 annually. Because this position is being moved from one Division to another, the transfer of and reclassification of this position will require an increase to total reoccurring salary and benefits paid by Water Division in the amount of $88,910 annually.

Additionally, SOS would like to reclassify one Water Operator Entry to Water Operator Advanced at a purposed target salary of $28.39/hr. which is commensurate with key responsibilities of this position and in alignment with others currently in this classification. Currently position #230084 is funded at a rate of $17.68/hr. Because this position is already partly funded within the Water Division, this reclassification will require a total salary and benefits increase in the amount of $42,788 in FY 2022. The reclassification of this position will require total reoccurring salary and benefits increase in the amount of $88,910 annually.

These changes, will increase the number of Water Operator Advanced positions at Canyon Road Water Treatment Plant from one to three and provide overdue support to four Water Operator Lead positions are now possible due to steady and systematic staffing of lower level Water Operator positions over the past two years. These changes are key as SOS is migrating to an updated staffing structure that will allow for growth and development of our water operators as well as maintain adequate coverage at various levels in our operation. Coverage at every level is vital to our operation and key in our ability to remain in compliance with state and federal rules for water systems.

ACTION REQUESTED

- Reclassify and Transfer position Munis #230034 *Meter reader to Water Operator Advanced* (Range 10) at a targeted salary of $28.39/hr.
- Reclassify position Munis #230084 *Water Operator Entry* (Range 3) *to Water Operator Advanced* (Range 10) at a targeted salary of $28.39/hr.
- Approval of accompanying BAR from Water Division Cash Balance to fund positions #230034 in the amount of $88,910 and Position #230084 in the amount of $42,788.

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD	10/12/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Salaries	5110352	500110			36,107
FICA	5110352	503100			2,763
PERA	5110352	503150			7,506
HEALTH / LIFE	5110352	503200			11,420
RHC	5110352	503250			723
DENTAL	5110352	503400			466
Salaries	5050385	503400		82,742	
FICA	5050385	503400		6,330	
PERA	5050385	503400		17,200	
HEALTH / LIFE	5050385	503400		22,839	
RHC	5050385	503400		1,655	
DENTAL	5050385	503400		932	
				131,698	58,985
REVENUES				{enter as negative #}	{enter as positive #}
--Attach supporting documentation/memo				$ 131,698	$ 58,985

Transfer of Position and budget amount from UCS Division to Water Division. Total new budget to increase from Water Enterprise Cash Balance for Position #230034 Meter Reader to a Water Operator Advanced for a total of $88,910. Additionally, increase from Water Cash Bal. for reclassification of Position # 230084 WO Entry $17.68/hour to WO Advanced $28.39/hour for a difference total of $42,788

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(131,698)
511	58,985
TOTAL:	

Maya Martinez 10/12/2021
Prepared By {print name} Date

Andy Hopkins 10/19/21
Andy Hopkins (Oct 19, 2021 16:15 MDT)
Budget Officer Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature {optional} Date

Shannon Jones (Oct 19, 2021 12:27 MDT) 10/19/21
Department Director Signature Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

				split pos		manual changes	replaced #N/A (error) with zero				Adj for PT			500110	503100	503150	503250	503400	503200	
Fund	Munis Pos #	Org #	Dept	Div	Emp #	Employee Name	Job Class Desc	Group/BU Desc	Pos Count	FTE Count	Hours/ Year	Range	New Hourly Rate	New Annual Salary	FICA/ Medicare Calc	PERA Total	RHC Calc	Dental Calc	Med + Life Total	Sal + Ben
511	230034	5110352	PU	UCS		VACANT/FUNDED	METER READER	AFSCME	1.00	1.00	2080	3	17.3590	36,107	2,762	7,506	722	466	11,420	58,982.00
							WATER OPERATOR ADVANCED	AFSCME	1.00	1.00	2080	10	28.3900	59,051	4,517	12,275	1,181	466	11,420	88,910
													(11.0310)	(22,944)	(1,755)	(4,770)	(459)	-	-	(29,928)
505	230084	5050385	PU	WTR		VACANT/FUNDED	WATER OPERATOR ENTRY	AFSCME	1.00	1.00	2080	3	17.0000	35,360	2,705	7,350	707	-	-	46,123
							WATER OPERATOR ADVANCED	AFSCME	1.00	1.00	2080	10	28.3900	59,051	4,517	12,275	1,181	466	11,420	88,910
													(11.3900)	(23,691)	(1,812)	(4,925)	(474)	(466)	(11,420)	(42,788)
													BAR	82,742	6,330	17,200	1,655	931	22,839	131,698

Signature:

Email: jmmontoya@santafenm.gov

Signature: Jonathan Montoya
Jonathan Montoya (Oct 19, 2021 10:27 MDT)

Email: jmmontoya@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/25/2021

ISSUE NO. 7d

Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $131,698 to fund the reclassification of two positions. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373) 1) Reclassify a Source of Supply Water Operator Entry position to a Water Operator Advanced position, an increase amount of $42,788; 2) Reclassify and transfer Utility Customer Service Meter Reader position to the Water Division SOS Water Operator Advanced position, an increase of $88,910.

Committee Review:
Public Works and Utilities Committee: 10/25/2021
Finance Committee: 11/01/2021
Governing Body: 11/10/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/01/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: October 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
Andrew Padilla, Chief of Police (10-18-21)

FROM: Paul Joye, Deputy Chief of Police

ITEM AND ISSUE:
Request for a General Fund budget increase and approval of NM Department of Transportation for the funding of projects: End Driving While Impaired (ENDWI) Project # 02-AL-64-090; Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 02-OP-RF-090, Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 02-PT-RF-090 in the Total Project Amount of $89,303. (Deputy Chief Paul Joye, pmjoye@santfenm.gov, 955-5355)

BACKGROUND AND SUMMARY:
The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths. End Driving While Impaired (ENDWI) Project # 02-AL-64-090 for $44,721 will allow officers to conduct sobriety checkpoints and DWI directed enforcement patrols in high crash locations identified in data compiled by local, state, or federal government agencies and included in the City's Operational Plan. Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 02-OP-RF-090 for $14,250 is to conduct occupant protection directed enforcement patrols in high crash locations. Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 02-PT-RF-090 for $30,332 is to conduct directed enforcement patrols in high crash locations identified in data compiled by local, state or federal government agencies and the City's Operational Plan.

The agreement becomes effective upon signature of both parties and ends September 30, 2022. This request is to increase the General Fund Budget – Police Overtime 1000065.501400 in the amount of $89,303.

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

City of Santa Fe, New Mexico

memo

DATE: October 15, 2021

TO: Fran Dunaway, Chief Procurement Officer

FROM: Paul Joye, Deputy Chief of Police

SUBJECT: Exemption Determination Request

The Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Letter of Justification for Grant Agreement is between the New Mexico Department of Transportation Traffic Safety Division and City of Santa Fe Police Department to conduct projects aimed at reducing traffic-related injuries and deaths.

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

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

State Agency: New Mexico Department of Transportation Traffic Safety Division
Amount: No cost for City of Santa Fe – Grants reimburse
Term: Upon Signature approval through September 30, 2022

Approved Exemption:

Fran Dunaway
Fran Dunaway (Oct 18, 2021 14:48 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department of Transportation Traffic Safety Division

Procurement Title: Letter of Justification for Grant Agreement between the NM Dept. of Transportation Traffic Safety

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

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

Department Requesting: Santa Fe Police Department Staff Name: Deputy Chief Paul Joye

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	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: Letter of Justification for Grant Agreement between the NMDOT Traffic Safety Division and SFPD

Paul Joye	Deputy Chief	10/19/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (Oct 19, 2021 16:23 MDT)	Chief Procurement Officer	Oct 19, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203060**

Contractor: **New Mexico Department of Transportation Traffic Safety Divsion**

Description: **New Mexico Department of Transportation for the award of Traffic projects: (ENDWI) Project # 02-AL-64-090, Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 02-OP-RF-090, and (STEP)/Summer Enforcement Period Project # 02-PT-RF-090.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon signed approval** Term End Date: **09/30/2022**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths.

3. **Procurement History:** _____

Fran Delaney (Oct 19, 2021 16:23 MDT) Oct 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **Exemption: 13-1-98A Entity to Entity** confirmed- CPO determination attached

4. **Funding Source:** _____ **Org / Object:** **1000065/501400**

Andy Hopkins (Oct 19, 2021 16:01 MDT) Oct 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Grants - Letter of Justification for Grant Agreement**

Staff Contact who completed this form: **AnnaMarie Bowen** Phone # **x5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Police Department/Administration	10/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Police Overtime	1000065	501400		89,303	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Dept of Transportation - State Grants	1000001	490150		(89,303)	
				$ -	$ -

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

To record NM Department of Transportation traffic projects; ENDWI $44,721, BKLUP and CIOT $14,250

STEP $30,332 for a total amount of $89,303.

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

AnnaMarie Bowen	10/20/2021	*{Use this form for Finance Committee/ City Council agenda items ONLY}*		Andy Hopkins Andy Hopkins (Oct 20, 2021 15:46 MDT)	Oct 20, 2021
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**		Budget Officer	Date
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

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: September 8, 2021

To: Michael Sandoval, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division Jeff Barela
Jeff Barela (Sep 8, 2021 16:38 MDT)

From: Kimberly Wildharber, Staff Manager

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and Santa Fe, City of.

---

1. TSD Program Manager John Vargas Phone # 505-231-6784 will oversee the project(s).

2. The Consolidated Agreement provides funding to Santa Fe PD to conduct the following project(s) and activities as shown below.
   - ENDWI – $44,721.00 (Federal 164 AL)
     The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
   - BKLUP -$14,250.00 (State Road Fund)
     The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
   - STEP – $30,332.00 (State Road Fund)
     Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.

3. The agreement will be effective from date of last signature to 9/30/2022.

4. A deliverables table is listed in Exhibit A-C.

5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 8, 2021

Chief Andrew Padilla
Santa Fe PD
2515 Camino Entrada
Santa Fe, New Mexcio 87505

RE: Project Agreement

Dear Chief Padilla:

Enclosed is the project agreement for the federal 2022 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
02-AL-64-090	23 U.S.C. § 164	20.608	69A37521300001640NMA	1/15/2021	$44,721.00
02-OP-RF-090	State Road Fund				$14,250.00
02-PT-RF-090	State Road Fund				$30,332.00

2 CFR Subpart F 200.500-521
(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than $750,000 during your agency's fiscal year 2021, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the $750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {21}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan
Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators
The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:
ENDWI Medium Agency (Populations 50,000 - 99,000) - 1 DWI in 32 Hours
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

Jeff Barela, Director
Traffic Safety Division

Enclosure

Office of General Counsel Contract Brief Form

Date: September 8, 2021 From: John Vargas Location: Traffic Safety Division

Phone: 505-231-6784 Agency: NMDOT

Contractor: Santa Fe, City of

Project No.: 02-AL-64-090, 02-OP-RF-090, 02-PT-RF-090

NEW CONTRACT
__ Copy of RFP, if applicable
__ Copy of approved sole source justification
__ Copy of approved small purchase justification
__ Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT
__ Scope of Work
__ Additional Compensation
__ Time extension
Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)

X EXEMPT FROM PROCUREMENT PROCESS (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.
____Please make corrections on pages _
____I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.
____Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

CONTRACT NUMBER:_____
GRANTEE DUNS NUMBER: 069420818
VENDOR NUMBER: 0000054360

GRANT AGREEMENT

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

1. **Award.** The Department hereby awards the Grantee funding for the following projects:

   a. End Driving While Impaired (**ENDWI**), Project No. 02-AL-64-090, $44,721.00;
   b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 02-OP-RF-090, $14,250.00;
   c. Selective Traffic Enforcement Program (**STEP**), Project No. 02-PT-RF-090, $30,332.00;
   d. Total Funding awarded per this Agreement $89,303.00.

2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:

   a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
   b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
   c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

   a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
   b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
   c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
   d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
   e. those sections in **Exhibit D** labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:	to the Grantee at:
New Mexico Dept. of Transportation	Santa Fe PD
Attn: Traffic Safety Division	Attn: Chief Andrew Padilla
P.O. Box 1149	2515 Camino Entrada
Santa Fe, NM 87504	Santa Fe, New Mexico 87505

10. **Severability**. The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the Parties' liabilities as governed by law.

12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.

13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The Agreement terminates at 12:00 a.m. on September 30, 2022, unless earlier terminated as provided in Section 6 or Section 7.

14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.

15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

SANTA FE, CITY OF

By: _____ Date: _____

Title: _____

Approved as to form and legal sufficiency.

By: _____ Date: Sep 9, 2021
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: _____ Date: _____
Counsel for Santa Fe, City of

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

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 02-AL-64-090

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 9 officers and must last at least 5 hours. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

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

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

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 19, 2021 to January 1, 2022.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2022.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2022.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2022.

   "National DWI Mobilization Period" means August 17 to September 5, 2022.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
   b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
   c. overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the SCs and/or DDEPs conducted during the claim month. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
   d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be 23 U.S.C. § 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$44,721.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$44,721.00

7. **Goals.** The Department's performance goals for the state are as follows: Alcohol-impaired fatalities rose by 14.2 percent in 2019 from 2018, and projected data indicate a continued rise in these fatalities into 2022. The State has determined to set the five-year average projection of 130.5 as the 2022 target. The State's ENDWI and the National Drive Sober or Get Pulled Over enforcement and media continue to focus on reducing drunk driving, particularly in urban areas that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups including pedestrians and young male drivers

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

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

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 02-OP-RF-090

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

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

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

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 19, 2021 to January 1, 2022.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2022.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2022.

   "National Occupant Protection Mobilization Click It or Ticket period" means May 23 to June 5, 2022.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2022.

   "National DWI Mobilization Period" means August 17 to September 5, 2022.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
   b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
   c. assistance at child safety seat clinics or car seat fitting stations.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

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

7. **Goals.** The Department's performance goals for the state are to:

   a. Unrestrained occupant fatalities fell by 9.8 percent in 2019 from 2018, but preliminary data indicate a 29.7 percent rise in 2020 and a relatively sustained level into 2022. The State has set the five-year average projection of 119.0 as the 2022 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities
   b. The State anticipates being able to maintain its seatbelt use above 90 percent in 2022 and based on projected data has determined to set the 2022 target at 90.5 percent observed

use. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011.

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

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

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and
SUMMER ENFORCEMENT PERIOD Project Number: 02-PT-RF-090

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 20, 2022 through September 27, 2022.*

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

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

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

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
b. training for officers not previously trained in STEP.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

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

7. **Goals.** The Department's performance goals for the state are as follows:

a. Speeding-related fatalities rose by 18.2 percent in 2019 from 2018, and are projected to continue rising into 2022. Preliminary data indicate that speeding-related fatalities were 40.1 percent of all crash fatalities in 2020, compared to 36.8 percent in 2019. Given the anticipated rise in these fatalities, the State has determined to set the annual projection of 166 as the 2022 target
b. Alcohol-impaired fatalities rose by 14.2 percent in 2019 from 2018, and projected data indicate a continued rise in these fatalities into 2022. The State has determined to set the five-year average projection of 130.5 as the 2022 target. The State's ENDWI and the National Drive Sober or Get Pulled Over enforcement and media continue to focus on reducing drunk driving, particularly in urban areas that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups including pedestrians and young male drivers
c. Unrestrained occupant fatalities fell by 9.8 percent in 2019 from 2018, but preliminary data indicate a 29.7 percent rise in 2020 and a relatively sustained level into 2022. The State has set the five-year average projection of 119.0 as the 2022 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities.
d. The State anticipates being able to maintain its seatbelt use above 90 percent in 2022 and based on projected data has determined to set the 2022 target at 90.5 percent observed use. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011
e. Five-year average fatalities rose by 11 percent between 2015 and 2019, and preliminary and projected data indicate that fatalities will continue to increase, but by a higher 14.2

percent between 2017 and 2021. The State has determined to set the five-year average projection of 421.9 as the 2022 target.

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

Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2022 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

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

State: New Mexico Fiscal Year: 2022

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

GENERAL REQUIREMENTS

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

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

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

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

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

NONDISCRIMINATION
(applies to subrecipients as well as States)

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

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

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

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

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

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

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

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

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

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

Instructions for Primary Tier Participant Certification (States)

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

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in thistransaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Instructions for Lower Tier Participant Certification

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

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

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

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

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

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

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

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

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

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

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

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

BUY AMERICA ACT
(applies to subrecipients as well as States)

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

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

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
        - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - Increase use of seat belts by occupants of motor vehicles;
    - Submission of information regarding mobilization participation into the HVE Database;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).

(23 U.S.C. 402(b)(1)(F))

8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

The State: **[CHECK ONLY ONE]**

☐ Certifies that automated traffic enforcement systems are not used on any public road in the States;

OR

☑ Is unable to certify that automated traffic enforcement systems are not use on any public road in the State, and therefore will conduct a survey meeting the requirements of 23 U.S.C. 402(c)(4)(C) AND will submit the survey results to the NHTSA Regional Office no later than March 1, 2022.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

MRS

Michael Sandoval (Jun 18, 2021 12:54 MDT)

06/18/2021

Signature Governor's Representative for Highway Safety — Date

Michael R. Sandoval

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:			
Government Unit:	Santa Fe, City of		
Contract term:	(– 09/30/2022)		
Vendor Number:	0000054360	Address ID:	

Grantee Contact Info

Project Director and Title:	Chief Andrew Padilla		
Phone:	505-955-5257	E-mail:	aapadilla@ci.santa-fe.nm.us
Agency Name:	Santa Fe PD		
Address:	PO Box 909		
City, State ZIP:	Santa Fe, New Mexico 87504		

TSD Contact Info

Program Manager:	John Vargas	Phone:	505-231-6784
TSD Finance:	Avalon Wright	Phone:	505-660-8103

Budget Breakdown

Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	02-AL-64-090	$44,721.00	10010	5000000000	
BKLUP	02-OP-RF-090	$14,250.00	20100	5100000000	
STEP	02-PT-RF-090	$30,332.00	20100	5100000000	
	Total	**$89,303.00**			

PO Entered by TSD Finance:		Date:	
PO Approved by Contracts:		Date:	

Comments:

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 19, 2021 08:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

1000065.501400

City of Santa Fe, New Mexico
Memorandum

DATE: October 12, 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
Andrew Padilla, Chief of Police
A. Padilla (Oct 12, 2021 15:23 MDT)

FROM: Paul Joye, Deputy Chief of Police

ITEM AND ISSUE:
Request for the Approval of a Memorandum of Understanding (MOU) – Region III Drug Task Force/Agreement between the Department of Public Safety and the City of Santa Fe as a sub-recipient of the Region III High Intensity Drug Trafficking Areas Funding. This is no cost to the City of Santa Fe Police Department, and any overtime paid pursuant to this MOU/Agreement is reimbursed through the federal grant for a total of $18,649.00 plus GRT. Term is 1 year. (Region III Drug Task Force); (Paul Joye, pmjoy@santafenm.gov, ext. 5355)

BACKGROUND AND SUMMARY:
The attached MOU/Agreement is a renewal for the existing MOU/Agreement that is already in place. The Santa Fe Police Department continues its commitment to the Region III Drug Task Force and its abatement of narcotics within the City of Santa Fe and surrounding areas.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202555.

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

City of Santa Fe, New Mexico

memo

DATE: October 12, 2021

TO: Fran Dunaway, Chief Procurement Officer

FROM: Paul Joye, Deputy Chief of Police

SUBJECT: Exemption Determination Request

The Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Understanding is between the Department of Public Safety and the City of Santa Fe Police Department for the Region III Drug Task Force.

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

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

State Agency: Department of Public Safety
Amount: No cost for City of Santa Fe – Federal Grants reimburse
Term: July 1, 2021 – June 30, 2022

Approved Exemption

Fran Dunaway (Oct 14, 2021 08:44 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Region III Drug Task Force

Procurement Title: MOU

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

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

Department Requesting SFPD Staff Name Deputy Chief Paul Joye

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	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: _____

Paul Joye	Deputy Chief	12/12/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Oct 19, 2021 16:38 MDT)	Chief Procurement Officer	Oct 19, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202555**

Contractor: **Region III Drug Task Force**

Description: **Agreement for participant (MOU) Region III Drug Task Force SFPD. MOU is required for all participating agencies. ($18,649.00 plus GRT)**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

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

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
MOU - DPS Region III Agreement for Region III Task Force, participant SFPD.

3. **Procurement History:** _____

Fran Dramaway (Oct 19, 2021 16:38 MDT) Oct 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **Exemption: 13-1-98A entity to entity** Concur with exemption-CPO

4. **Funding Source:** _____ **Org / Object: 1000067/501400**

Andy Hopkins (Oct 19, 2021 15:55 MDT) Oct 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Grants - MOU Agreement**

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

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

AGREEMENT
BETWEEN DEPARTMENT OF PUBLIC SAFETY AND
SUB-RECIPIENT OF THE REGION III HIGH INTENSITY DRUG TRAFFICKING
AREAS ("HIDTA") FUNDING

THIS AGREEMENT is made and entered into this_____day of_____ , 2021, by and between DEPARMENT OF PUBLIC SAFETY, hereinafter referred to as "DPS" and the CITY OF SANTA FE POLICE DEPARTMENT, hereinafter referred to as "SFPD" or "Sub-recipient."

WHEREAS, DPS, the Santa Fe County Sheriff, City of Santa Fe Police Department, City of Taos Police Department, Taos County Sheriff's Office, New Mexico Department of Public Safety (State Police), the NM Probation/Parole Division and the Espanola Police Department, are parties to a certain Memorandum of Understanding Region III Drug Task Force (the MOU) dated January 6, 2020, that provides for how the parties will jointly cooperate and assist with the prevention, investigation, control and prosecution of unlawful drugs, narcotics and controlled substances and related crimes within the Southwest Border HIDTA - New Mexico, Region III; and

WHEREAS, according to the MOU, DPS is designated as the fiscal agent for purposes of the MOU and activities conducted by the parties to the MOU; and

WHEREAS, the law enforcement activities and strategy of the HIDTA Region III area are funded annually by a federal HIDTA grant, which provides assistance to law enforcement entities to reduce drug trafficking and production in the HIDTA Region III; and

WHEREAS, DPS as fiscal agent under the MOU is the recipient of HIDTA Grant #G21SN0005A in the amount of $320,013.00 for FY 2021; and

WHEREAS, SFPD, a signatory on the MOU, is an entity that is active and participating in HIDTA-related activities and initiatives and is eligible for reimbursement from the HIDTA Grant. SFPD participation involves overtime hours spent by SFPD law enforcement officers engaging in undercover narcotics investigations and other activities to support the HIDTA strategy; and

WHEREAS, DPS and SFPD also wish to provide for the process by which the Sub-recipient (SFPD) who engages and participates in HIDTA related activities to support the strategy of the HIDTA program, submit invoices to DPS and DPS as fiscal agent reimburses the Sub-recipient for overtime and other expenses associated with its HIDTA-related activities; and

WHEREAS, federal regulations governing the award and administration of federal grants awarded to non-federal agencies require that grant recipients and sub-recipients agree to be subject to certain federal requirements and regulations pertaining to HIDTA grants; and

NOW THEREFORE, it is agreed between the parties:

1. SUB-RECIPIENT; SCOPE OF PARTICIPATION

A. The Sub-recipient for purposes of this Agreement is the non-federal entity listed on Attachment A, attached hereto and incorporated by reference.

B. The Sub-recipient's participation in HIDTA Region III activities to support the HIDTA strategy consists, without limitation, of overtime hours spent by Sub-recipient's law enforcement officers, agents, deputies, and police officers engaging in undercover narcotics investigations and other activities to support the HIDTA strategy. Other HIDTA-related activities are those program activities described on the budget submitted by the HIDTA Region III in its annual HIDTA grant application.

2. ADDITIONAL HIDTA ACTIVITIES OR TASKS

DPS and Sub-recipient agree that all HIDTA activities set forth in Section 1 (Sub-recipients' Scope of Participation) of this Agreement shall be completed in full to the satisfaction of DPS as fiscal agent and in accordance with all federal requirements of the HIDTA grant funding, and for amounts not-to-exceed the sum of the annual HIDTA grant, and for no other cost, amount, fee or expense.

3. INVOICING AND REIMBURSEMENT

A. In consideration of its obligations under this Agreement, the Sub-recipient shall be reimbursed as follows:

1) Depending on the frequency of HIDTA activities and initiatives during the HIDTA grant period, the Sub-recipient's law enforcement agents will prepare an invoice with supporting documentation evidencing the Sub-recipient's overtime hours and other HIDTA-related expenses associated with HIDTA programs and activities. Sub-recipient will submit the invoice and supporting documentation to Region III HIDTA. The invoice and supporting documentation will be verified by the Sub-recipient and then submitted to DPS. DPS as fiscal agent under the MOU shall review the invoice and supporting documentation and submit reimbursement directly to the Sub-recipient.

2) The total amount payable to all Sub-recipients under this Agreement shall not exceed the total amount of the annual HIDTA grant funding, inclusive of any applicable tax, for that fiscal year.

3) The amount of the annual HIDTA grant is a maximum and not a guarantee that the HIDTA activities performed or engaged in by a Sub-recipient under this Agreement shall equal the amount of the HIDTA grant. The parties do not intend for a Sub-recipient to continue to engage in HIDTA activities without reimbursement when the HIDTA grant funding has been exhausted. DPS will notify Sub-recipient when reimbursements to the Sub-recipients have reached the total available HIDTA grant funding for that year. Reimbursement is based on the availability of the HIDTA grant funding for that grant period.

4) DPS's representative for receipt of the invoice and supporting documentation is Joline Ortiz, Executive Administrative Assistant to Region III, jolinec.ortiz@state.nm.us, or such other individual as may be designated in the absence of DPS representative.

B. Sub-recipient's budgeted amounts to be paid are as stated on Attachment B (pending approval of the Office of National Drug Control Policy via the Southwest Border HIDTA-New Mexico).

C. In the event the Sub-recipient materially breaches this Agreement, DPS may, without penalty, withhold reimbursement to the Sub-recipient.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties hereto. The term of this Agreement is from the date of last signature by the parties through June 30, 2022, and is subject to earlier termination if DPS ceases to be designated as the fiscal agent under the MOU, if the MOU is dissolved by the parties to the MOU, or termination pursuant to Section 5 (Termination) below occurs.

5. TERMINATION

Termination for Convenience. Either party may terminate this Agreement for any reason by providing 30 days written notice. If notice is given, the Agreement will terminate at the end of 30 days thereafter, and the liabilities of the parties hereunder for further performance of the terms of the Agreement shall cease, but the parties shall not be released from duty to perform up-to-the date of termination.

6. CONTINUED HIDTA GRANT FUNDING

This Agreement is contingent upon DPS's annual award of HIDTA grant funding. If sufficient HIDTA grant funding is not received this Agreement shall terminate upon written notice by DPS to the Sub-recipient, or the parties to this Agreement may agree to suspend performance under this Agreement until such time as HIDTA grant funds are available. A termination shall be without penalty to DPS, and DPS shall have no duty to reimburse Sub-recipient for overtime or expenditures made in the performance of this Agreement. DPS's decision as to whether sufficient HIDTA grant funding is available to fulfill the purposes of this Agreement shall be final and not subject to challenge by the Sub-recipient in any way or forum, including a lawsuit.

7. PERSONNEL

All HIDTA-related tasks and activities performed by the Sub-recipients under this Agreement shall be performed by the Sub-recipient or under the Sub-recipient's supervision.

8. RELEASE

Upon its receipt of all reimbursements or payments due under this Agreement, the Sub-recipient releases DPS, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Sub-recipient in the performance of this Agreement shall be kept confidential and shall only be made available to any individual or organization in accordance with applicable federal or state law.

10. CONFLICT OF INTEREST

Sub-recipient agrees to maintain written standards of conduct covering conflict of interest (conflict of interest policies for Federal awards). Sub-recipient warrants that none of its employees will participate in the selection, award, or administration of this Agreement if he or she has a real or apparent conflict of interest.

11. COMPLIANCE WITH APPLICABLE LAW AND REGULATION; CHOICE OF LAW; WARRANTY

A. In performing HIDTA-related tasks and activities hereunder for which Sub-recipient will receive reimbursement from a federal HIDTA grant, the Sub-recipient shall comply with all applicable Federal statutes, regulations and HIDTA award terms and conditions including:

a) 28 CFR Part 69 (New Restrictions on Lobbying),
b) 2 CFR Part 25 (Universal Identifier and System of Award Management (SAM)),
c) 2 CFR Part 180 (Suspension and Debarment),
d) 28 CFR Part 23 (Criminal Intelligence Systems),
e) Section 6 of the HIDTA Program Policy and Budget Guidance,
f) Achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and the Office of National Drug Control Policy (ONDCP).
g) Sub-recipient Monitoring stated in 2CFRS200.331
h) Sub-recipients that receive $25,000 or more must be registered with the Federal Accountability and Transparency Act Sub-award Reporting System (FSRS), located at https://www.fsrs.gov

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. DPS and the Sub-recipient agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico located in Santa Fe County.

C. Sub-recipient warrants and represents that it is not listed as an excluded party under the federal System for Award Management (SAM) as a debarred or suspended or otherwise excluded from participation in a HIDTA grant funded program.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto.

13. ENTIRE AGREEMENT; INTEGRATION

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

14. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

15. NOTICES

Any notice required to be given to the parties hereto shall be in writing and shall be delivered in person or by U.S. mail, either first class or certified, return receipt requested, postage prepaid to the following:

DPS: Department of Public Safety
Attn: Tim Q, Johnson, Interim Cabinet Secretary
P. O. Box 1628
Santa Fe, New Mexico 87504-1628

Sub-recipient: See Attachment A.

16. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

17. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. I NSURANCE

General Conditions. The Sub-recipients shall maintain sufficient personal and property insurance consistent with the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended.

19. NEW MEXICO TORT CLAIMS ACT; LIABILITY

Each party to this Agreement shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions in accordance with this Agreement. Any liability incurred by DPS or the Sub-recipient in connection with this Agreement is subject to the Immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq., as amended. DPS and Sub-recipient and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to the Tort Claims Act. No provision in this Agreement shall be construed to modify or waive any provision of the New Mexico Tort Claims Act.

20. SUB-RECIPIENT'S RECORDS

To the extent its books and records relate to (i) performance of this Agreement, or (ii) costs or expenses set forth in this Agreement, the Sub-Recipient agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of reimbursement under this Agreement; (ii) allow DPS or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

21. SURVIVAL

The provisions of following paragraphs shall survive termination of this Agreement: RELEASE, CONFIDENTIALITY, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; TORT CLAIMS ACT; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above:

DEPARTMENT OF PUBLIC SAFETY

_____ _____

Tim Q. Johnson, Interim Cabinet Secretary Date
Department of Public Safety

Approved as to form:

_____ _____

Elizabeth Trickey, General Counsel Date
Department of Public Safety

SUB-RECIPIENT'S SIGNATURE PAGE

City of Santa Fe:

_____ _____

Alan Webber, Mayor Date

Attest:

_____ _____

Kristine Bustos-Mihelcic, City Clerk Date

City Attorney's Office:

Marcos Martinez

Marcos Martinez (Sep 14, 2021 08:31 MDT)

_____ _____

Senior Assistant City Attorney Date

Approved for Finances:

_____ _____

Mary McCoy, Finance Director Date

Attachment A
Sub-recipient

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

Attachment B
Sub-recipient's Budget Grant #G21SN0005A

Resource Recipient — City of Santa Fe Police Department

Overtime

Investigative – Law Enforcement Officer, in the amount of $16,350.00 but not to exceed 25% of a Federal Officer with a step one ranking of 12 or the amount of $18,649.00.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Trane US Inc. dba Trane
Procurement Title: Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement 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 TOURISM SANTA FE / Community Convention Center Staff Name Melanie Moore

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: _____

Melanie Moore	Operations Manager	10/18/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Oct 21, 2021 14:09 MDT)	Chief Procurement Officer	Oct 21, 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: October 19, 2021

TO: Governing Body
Finance Committee
Public Works Committee

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

FROM: Randy Randall, TOURISM Santa Fe Executive Director
Randy Randall (Oct 19, 2021 16:06 MDT)

ITEM AND ISSUE:
Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project; Request for approval of a Professional Goods and Services Agreement in total amount of $663,224.72 for a twelve (12) month term; Trane U.S. Inc. dba Trane 47QSWA20D0021 / SPA 00-00000-20-00099; Mark Fafard, Account Manager, msfafard@trane.com, (505)-884-2044.

BACKGROUND AND SUMMARY:
This project was previously approved by the Governing Body in March 2020, however the global onset of the COVID-19 pandemic resulted in a postponement of this project plan.

The Santa Fe Community Convention Center currently maintains four water-cooled air handler (IntelliPak) units on the rooftop which were installed in 2008. The original design specified water cooled units without providing a plumbing connection to the sewer drain for water exchange. Initially, the water was released to the storm drains which violated EPA standards and henceforth the process was terminated. As a result of not being able to exchange the water and remove solids inside the water cooling towers, the mineral buildup has deteriorated the rooftop air handler units and shortened their life span. Over the past thirteen (13) years without a proper way to change the water cycles on the recommended daily schedule, the corroded parts of the system have reduced the efficiency and compromised the reliability. Critical operating components for the current system are unreliable and no longer available. Replacing the current system with air-cooled IntelliPaks will reduce maintenance and repair, and decrease water use. The replacement air-cooled IntelliPaks are manufactured and maintained by Trane U.S. Inc. and will be purchased under the Government State Agreement. The Community Convention Center's HVAC System is currently under a Trane Tracer DDC Controls system which is also maintained and monitored by the local Trane U.S. Inc. office.

PROCUREMENT METHOD:
The amount needed to replace four (4) IntelliPaks is **$663,224.72.** The funding is currently available in Community Convention Center Capital Reserves and will be transferred to the Convention Center Equipment and Machinery NonExempt (5206600-570500).

The procurement method is the NM Statewide Price SPA 00-00000-20-00099 which expires on December 9, 2024.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203059.

FUNDING SOURCE:
Fund Name/Number: Convention Center/520
Munis Org Name/Number: Operations/5206600
Munis Object Name/Number: Equipment and Machinery NonExempt (570500)

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of this Air-Handler Replacement Project.

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000011132
Trane US Inc.
5501 San Diego Ave NE
Albuquerque, NM 87113

Email: pete.hugenroth@tranetechnologies.com
Telephone No.: 888-290-5762

Price Agreement Number: **00-00000-20-00099**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

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

Invoice:

As Requested

Procurement Specialist: Michael Saavedra

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

Term: **March 31, 2020 thru December 9, 2024**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Pacheco for

New Mexico State Purchasing Agent

Date: 03/30/2019

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Inspection:**

a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.

8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, 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 subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://www.bewellnm.com/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of

the location of Vendor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its

employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Establish a Price Agreement based on GSA Contract # **47QSWA20D002A** for **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at: http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
001	1	Ea.	**Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**	

***** 1 Item Total *****

MEMORANDUM

Date: October 19, 2021

To: **Trane U.S. Inc. (dba) Trane Technologies**

Attn: **Mark Fafard, Trane U.S. Inc.**

From: Fran Dunaway, CPO, CNBM, City of Santa Fe Purchasing Division

RE: GSA Contract **GSA 47QSWA20D002A/SPA 00-00000-20-00099, Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

The City of Santa Fe by mutual agreement between the City and **Trane U.S. Inc.** is willing to enter into a GSA price agreement based on the following requirements:

- Provide an updated Federal Supply Schedule to include current or updated contract dates.

- *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

X **I agree to extend and/or renew the above referenced GSA price agreement.**

I DO NOT agree to extend and/or renew the above referenced GSA price agreement.

Mark Fafard / Service Sales
Print Name, Title

Signature

10/19/21

MFAFARD@TRANE.COM
Email Address

TRANE U.S. INC
Company Name
5501 SAN DIEGO NE
ABQ. NM. 87113

Item#_____
Munis Contract# 3203059

City of Santa Fe Contract
Santa Fe Community Convention Center Air Handler Replacement

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Trane U.S. Inc. dba Trane** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. NEW EQUIPMENT LIST

Equipment	Qty	Manufacturer	Existing Model Number	Serial Number	Asset Tag
IntelliPak 105-Ton	1	Trane	SLHKD114	TBD	AHU – 1
IntelliPak 60 -Ton	1	Trane	SLHF604	TBD	AHU – 2
IntelliPak 40 -Ton	1	Trane	SXHLF404	TBD	AHU – 3
IntelliPak 40 -Ton	1	Trane	SLHF404	TBD	AHU – 4

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Trane U.S. Inc. dba Trane**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

Provide Labor and Material to remove existing rooftop IntelliPak units and install new Air Cooled IntelliPak units.

SERVICE FLOWS

1) Project Manager will review all project plans with Facilities Management including:
    a. Equipment demo/install safety plans
    b. Crane lift plans
    c. Sub-contractor (Mechanical & Electrical) safety plans
    d. Contingency plans
    e. Street block off plans

2) Disconnect Electrical per NEC Code and prepare existing IntelliPak units for removal
3) With Crane (Provided) remove existing units and transport out for proper disposal per EPA requirements
4) With Crane (Provided) Install new units to mount new AIR COOLED IntelliPak units
5) With Crane (Provided) Install new IntelliPak units
    a. AHU -1 and AHU – 2 will replaced with a single Crane lift from Federal Street
        i. Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
    b. AHU – 3 and AHU – 4 will be replaced with a single Crane lift from Marcy or Grant Street
        i. Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
6) Reconnect new Air Cooled IntelliPak units to existing Ducting
7) Reconnect Electrical and controls (Re-configure controls based on new equipment)
8) Programming and graphics
9) Perform Trane Certified Startup and ensure proper Operation
10) Compressor Only warranty years 2-5
11) One year installation including parts, refrigerant, and labor warranty

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed herein:

GSA 47QSWA20D002A / 00-00000-20-00099					
Labor					
	Discipline	Labor Rate	# of Techs	Hours per Tech	Discipline Total
	HVAC Field Technician-Senior	$177.11	1	120	$ 21,253.20
	Project Engineer II – Controls	$275.40	1	20	$ 5,508.00
	Project Manager – Controls	$223.17	1	10	$ 2,231.70
	Controls Technician	$172.85	1	60	$ 10,371.00
	Project Manager – Contracts	$238.41	1	80	$ 19,072.80
	Electrician	$128.98	1	160	$ 20,636.80
	Laborer	$58.74	1	240	$ 14,097.60
	Mechanical Insulator	$58.74	1	16	$ 939.84
	Plumbers & Pipefitters	$127.53	1	240	$ 30,607.20
	Ironworker - Structural	$85.77	1	560	$ 48,031.20
	Sheet Metal Worker	$136.28	1	240	$ 32,707.20
	Welders – Building	$127.53	1	20	$ 2,550.60
	Discipline Total				$ 208,007.14

Materials				
Part #	Description	GSA Price	QTY	Total
383	IntelliPak (105 tons)	$ 157,019.00	1	$ 157,019.00
383	IntelliPak (60 tons)	$ 101,684.00	1	$ 101,684.00
383	IntelliPak (40 tons)	$ 84,711.00	2	$ 169,422.00
			Material Total	$ 428,125.00

Subtotal	$ 636,132.14
Bond	$ 9,541.98
Tax @ 8.4375% On Labor	$ 17,550.60
Total Price	$ 663,224.72

The total compensation under this Agreement shall not exceed $663,224.72 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 December 31, 2022. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any

other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1)

amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the

necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with

Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City:

Randy Randall
TOURISM Santa Fe
PO Box 909
Santa Fe, New Mexico 87504
Phone: 505-955-6209

To the Contractor:

Mark Fafard, Account Manager
Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone: 505-884-2044
Service Phone: 505-341-7934

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:

Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone 505-884-2044
Service Phone: 505-341-7934

42. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

43. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER
MAYOR

_____
Date:

CONTRACTOR:
Trane U.S. Inc. dba Trane

Karen M. Campbell
Karen M. Campbell
Sr. Contract Manager

10/20/21
Date:

CRS #01509460000
License #352815

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 18, 2021 09:07 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5206600/570500
Org.Name/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: THE TRANE COMPANY
DBA: THE TRANE COMPANY

Business Location: 5501 SAN DIEGO AVE NE
ALBUQUERQUE, NM 87113

CRS Number: 01509460000

Owner: MICHAEL LEMAC

License Number: 225513

License Type: Business License - Renewable

Issued Date: May 25, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: May 25, 2022

Fees Paid: $10.00

THE TRANE COMPANY
5501 SAN DIEGO AVE NE
ALBUQUERQUE, NM 87113

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 # **3203059**

Contractor: **Trane US Inc. dba Trane**

Description: **Santa Fe Community Convention Center Air Handler (IntelliPak) Replacement Project**

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

Term Start Date: **FY'22** Term End Date: **12/31/2022**

[ ] Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Request for approval of a Goods and Services Agreement with Trane U.S. Inc. dba Trane $663,224.72 for the Replacement of (4) Rooftop Air- Handler (IntelliPak) Units. This project was previously approved by the Governing Body in March 2020 but was postponed due to the global COVID-19 pandemic. The previous contract expired in December 2020, as such a new contract has been executed for this project.

3. Procurement History: **GSA 47QSWA20D0021 / SPA 00-00000-20-00099**

Fran Dunaway (Oct 21, 2021 14:09 MDT) Oct 21, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Utilizing SWPA/GSA as procurement method for issuance of contract. 12/31/2022 w/option to renew up to 4 years

4. Funding Source: **Santa Fe Community Convention Center** Org / Object: **Operations**

Andy Hopkins (Oct 21, 2021 12:02 MDT) Oct 21, 2021 **5206600-570500**

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melanie K Moore** Phone # **505-955-6219**

Email: **mkmoore@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
MARSH & MCLENNAN COMPANIES
1166 Avenue of the Americas
New York NY 10036
ATTN: 212-345-6000

CONTACT NAME: Kevin Mashavejian
PHONE (A/C, No, Ext): (212) 345 7115 FAX (A/C, No):
E-MAIL ADDRESS: Kevin.Mashavejian@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA	19445
COMPANY B: Travelers Indemnity Co of America	25666
COMPANY C: Travelers Property Casualty Co of Amer	25674

INSURED
Trane U.S. Inc.
5501 San Diego Ave NE
Albuquerque, NM 87113
United States

COVERAGES **CERTIFICATE NUMBER:** 593362 **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			GL 6547064	4/17/2021	4/17/2022	EACH OCCURRENCE	$7,500,000.00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000.00
	X Contractual Liability						MED EXP (Any one person)	$10,000.00
	X Time Element Pollution Liability						PERSONAL & ADV INJURY	$7,500,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$7,500,000.00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$7,500,000.00
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA 6890217 (AOS)	4/17/2021	4/17/2022	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000.00
A	X ANY AUTO			CA 7030880 (VA)	4/17/2021	4/17/2022	BODILY INJURY (Per person)	
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA 7030879 (MA)	4/17/2021	4/17/2022	BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	PHYSICAL DAMAGE/SELF			APD - Self Insured				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							$
B	WORKERS COMPENSATION			UB-8M35413A-21-51-K (AOS)	4/17/2021	4/17/2022	X PER STATUTE OTH-ER	
B	AND EMPLOYERS' LIABILITY Y/N			UB-9L048059-21-51-D (MN)	4/17/2021	4/17/2022		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		UB-8M370386-21-51-R (AZ,MA,OR,WI)	4/17/2021	4/17/2022	E.L. EACH ACCIDENT	$3,000,000.00
C	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			TWXJ-UB-7434L45A-21 (OH)	4/17/2021	4/17/2022	E.L. DISEASE - EA EMPLOYEE	$3,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER

Santa Fe Community Convention Center
201 West Marcy St.
Santa Fe, NM 87501
United States

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
Marsh USA, Inc.
BY: Kevin Mashavejian

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Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone: (505) 884-2044
Service Contact: (505) 341-7934

October 14, 2021

Melanie Moore
Director of Facilities
Santa Fe Civic Center
201 West Marcy Street
SANTA FE, NM 87501 U.S.A.

Site Address:
Santa Fe Civic Center
201 West Marcy Street
SANTA FE, NM 87501
United States

PROJECT NAME: Santa Fe Convention Center IntelliPak Replacement
GSA 47QSWA20D002A /SPA 00-00000-20-00099

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

NEW EQUIPMENT LIST

Equipment	Qty	Manufacturer	Existing Model Number	Serial Number	Asset Tag
IntelliPak 105-Ton	1	Trane	SLHKD114	TBD	AHU – 1
IntelliPak 60 -Ton	1	Trane	SLHF604	TBD	AHU – 2
IntelliPak 40 -Ton	1	Trane	SXHLF404	TBD	AHU – 3
IntelliPak 40 -Ton	1	Trane	SLHF404	TBD	AHU – 4

SCOPE OF SERVICE

Provide Labor and Material to remove existing IntelliPak units and install new Air Cooled IntelliPak units.

SERVICE FLOWS

- Project Manager will review all project plans with Facilities Management including:
  - Equipment demo/install safety plans
  - Crane lift plans
  - Sub-contractor (Mechanical & Electrical) safety plans
  - Contingency plans
  - Street block off plans
- Disconnect Electrical per NEC Code and prepare existing IntelliPak units for removal
- With Crane (Provided) remove existing units and transport out for proper disposal per EPA requirements
- With Crane (Provided) Install new units to mount new AIR COOLED IntelliPak units
- With Crane (Provided) Install new IntelliPak units
  - AHU -1 and AHU – 2 will replaced with a single Crane lift from Federal Street
    - Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
  - AHU – 3 and AHU – 4 will be replaced with a single Crane lift from Marcy or Grant Street
    - Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
- Reconnect new Air Cooled IntelliPak units to existing Ducting
- Reconnect Electrical and controls (Re-configure controls based on new equipment)
- Programming and graphics
- Perform Trane Certified Startup and ensure proper Operation
- Compressor Only warranty years 2-5
- One year installation including parts, refrigerant, and labor warranty

PRICING AND ACCEPTANCE

GSA 47QSWA20D002A / 00-00000-20-00099					
Labor					
	Discipline	Labor Rate	# of Techs	Hours per Tech	Discipline Total
	HVAC Field Technician-Senior	$177.11	1	120	$ 21,253.20
	Project Engineer II – Controls	$275.40	1	20	$ 5,508.00
	Project Manager – Controls	$223.17	1	10	$ 2,231.70
	Controls Technician	$172.85	1	60	$ 10,371.00
	Project Manager – Contracts	$238.41	1	80	$ 19,072.80
	Electrician	$128.98	1	160	$ 20,636.80
	Laborer	$58.74	1	240	$ 14,097.60
	Mechanical Insulator	$58.74	1	16	$ 939.84
	Plumbers & Pipefitters	$127.53	1	240	$ 30,607.20
	Ironworker - Structural	$85.77	1	560	$ 48,031.20
	Sheet Metal Worker	$136.28	1	240	$ 32,707.20
	Welders – Building	$127.53	1	20	$ 2,550.60
	Discipline Total				$ 208,007.14
	Materials				
Part #	Description		GSA Price	QTY	Total
383	IntelliPak (105 tons)		$ 157,019.00	1	$ 157,019.00
383	IntelliPak (60 tons)		$ 101,684.00	1	$ 101,684.00
383	IntelliPak (40 tons)		$ 84,711.00	2	$ 169,422.00
				Material Total	$ 428,125.00
			Subtotal		$ 636,132.14
			Bond		$ 9,541.98
			Tax @ 8.4375% On Labor		$ 17,550.60
			Total Price		**$ 663,224.72**

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from the date listed above

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Mark S Fafard
Account Manager - Services
Cell: (505) 681-1899

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

_____
Title

_____
Purchase Order

_____
Acceptance Date

Trane's License Number: 352815

TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

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

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

DEPARTMENT / DIVISION NAME	DATE
Tourism Santa Fe / Community Convention Center	10/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Equipment and Machinery - Non Exempt	5206600	570500		663,225	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 663,225	$ -

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

The contract shall provide labor and material to remove existing rooftop InteliPak units and install and update to new Air Cooled IntelliPak Unit. Funding will come from CCC Capital Reserves.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
520	(663,225)
TOTAL:	**(663,225)**

Valerie Romero — Prepared By *{print name}* — 10/20/2021 — Date

Melanie Moore (Oct 21, 2021 09:27 MDT) — Oct 21, 2021 — Date

Division Director Signature *{optional}*

Randy Randall (Oct 21, 2021 08:28 MDT) — Oct 21, 2021 — Date

Department Director Signature

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Andy Hopkins (Oct 21, 2021 09:25 MDT) — Oct 21, 2021 — Budget Officer — Date

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

N/A — City Manager *{≤ $60,000}* — Date

SFCCC Air_Handler Replacement Project - BAR

Final Audit Report 2021-10-21

Created:	2021-10-21
By:	Valerie Romero (veromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACVG0emyWWLKhhu_diYihFwKBZj98WS_f

"SFCCC Air_Handler Replacement Project - BAR" History

Document created by Valerie Romero (veromero@ci.santa-fe.nm.us)
2021-10-21 - 2:22:43 PM GMT

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2021-10-21 - 2:26:24 PM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2021-10-21 - 2:28:29 PM GMT

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2021-10-21 - 2:28:46 PM GMT - Time Source: server

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2021-10-21 - 2:28:47 PM GMT

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2021-10-21 - 3:21:25 PM GMT- IP address: 104.47.64.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-10-21 - 3:25:03 PM GMT - Time Source: server

Document emailed to Melanie Moore (mkmoore@santafenm.gov) for signature
2021-10-21 - 3:25:04 PM GMT

Email viewed by Melanie Moore (mkmoore@santafenm.gov)
2021-10-21 - 3:27:09 PM GMT

Document e-signed by Melanie Moore (mkmoore@santafenm.gov)
Signature Date: 2021-10-21 - 3:27:39 PM GMT - Time Source: server

Agreement completed.
2021-10-21 - 3:27:39 PM GMT

POWERED BY Adobe Sign

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/25/2021

ISSUE NO. 7b

Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project; Request for approval of a Professional Goods and Services Agreement in total amount of $663,224.72 for a twelve (12) month term; Trane U.S. Inc. dba Trane 47QSWA20D0021 / SPA 00-00000-20-00099; (Randy Randall, TOURISM Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review
Public Works and Utilities Committee: 10/25/2021
Finance Committee: 11/01/2021
Governing Body – 11/10/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/01/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Trane US Inc. dba Trane
Procurement Title: Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement 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 TOURISM SANTA FE / Community Convention Center Staff Name Melanie Moore

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: _____

Melanie Moore	Operations Manager	10/18/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Oct 21, 2021 14:09 MDT)	Chief Procurement Officer	Oct 21, 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: October 19, 2021

TO: Governing Body
Finance Committee
Public Works Committee

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

FROM: Randy Randall, TOURISM Santa Fe Executive Director
Randy Randall (Oct 19, 2021 16:06 MDT)

ITEM AND ISSUE:
Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project; Request for approval of a Professional Goods and Services Agreement in total amount of $663,224.72 for a twelve (12) month term; Trane U.S. Inc. dba Trane 47QSWA20D0021 / SPA 00-00000-20-00099; Mark Fafard, Account Manager, msfafard@trane.com, (505)-884-2044.

BACKGROUND AND SUMMARY:
This project was previously approved by the Governing Body in March 2020, however the global onset of the COVID-19 pandemic resulted in a postponement of this project plan.

The Santa Fe Community Convention Center currently maintains four water-cooled air handler (IntelliPak) units on the rooftop which were installed in 2008. The original design specified water cooled units without providing a plumbing connection to the sewer drain for water exchange. Initially, the water was released to the storm drains which violated EPA standards and henceforth the process was terminated. As a result of not being able to exchange the water and remove solids inside the water cooling towers, the mineral buildup has deteriorated the rooftop air handler units and shortened their life span. Over the past thirteen (13) years without a proper way to change the water cycles on the recommended daily schedule, the corroded parts of the system have reduced the efficiency and compromised the reliability. Critical operating components for the current system are unreliable and no longer available. Replacing the current system with air-cooled IntelliPaks will reduce maintenance and repair, and decrease water use. The replacement air-cooled IntelliPaks are manufactured and maintained by Trane U.S. Inc. and will be purchased under the Government State Agreement. The Community Convention Center's HVAC System is currently under a Trane Tracer DDC Controls system which is also maintained and monitored by the local Trane U.S. Inc. office.

PROCUREMENT METHOD:
The amount needed to replace four (4) IntelliPaks is **$663,224.72.** The funding is currently available in Community Convention Center Capital Reserves and will be transferred to the Convention Center Equipment and Machinery NonExempt (5206600-570500).

The procurement method is the NM Statewide Price SPA 00-00000-20-00099 which expires on December 9, 2024.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203059.

FUNDING SOURCE:
Fund Name/Number: Convention Center/520
Munis Org Name/Number: Operations/5206600
Munis Object Name/Number: Equipment and Machinery NonExempt (570500)

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of this Air-Handler Replacement Project.

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000011132
Trane US Inc.
5501 San Diego Ave NE
Albuquerque, NM 87113

Email: pete.hugenroth@tranetechnologies.com
Telephone No.: 888-290-5762

Price Agreement Number: **00-00000-20-00099**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

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

Invoice:

As Requested

Procurement Specialist: Michael Saavedra

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

Term: **March 31, 2020 thru December 9, 2024**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Pacheco for

New Mexico State Purchasing Agent

Date: 03/30/2019

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Inspection:**

a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.

8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, 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 subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://www.bewellnm.com/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of

the location of Vendor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its

employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Establish a Price Agreement based on GSA Contract # **47QSWA20D002A** for **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at: http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
001	1	Ea.	**Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**	

***** 1 Item Total *****

MEMORANDUM

Date: October 19, 2021

To: **Trane U.S. Inc. (dba) Trane Technologies**

Attn: **Mark Fafard, Trane U.S. Inc.**

From: Fran Dunaway, CPO, CNBM, City of Santa Fe Purchasing Division

RE: GSA Contract **GSA 47QSWA20D002A/SPA 00-00000-20-00099, Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

The City of Santa Fe by mutual agreement between the City and **Trane U.S. Inc.** is willing to enter into a GSA price agreement based on the following requirements:

- Provide an updated Federal Supply Schedule to include current or updated contract dates.

- *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

X **I agree to extend and/or renew the above referenced GSA price agreement.**

I DO NOT agree to extend and/or renew the above referenced GSA price agreement.

Mark Fafard / Service Sales
Print Name, Title

Signature

10/19/21

MFAFARD@TRANE.COM
Email Address

TRANE U.S. INC
Company Name
5501 SAN DIEGO NE
ABQ. NM. 87113

Item#_____
Munis Contract# 3203059

City of Santa Fe Contract
Santa Fe Community Convention Center Air Handler Replacement

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Trane U.S. Inc. dba Trane** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. NEW EQUIPMENT LIST

Equipment	Qty	Manufacturer	Existing Model Number	Serial Number	Asset Tag
IntelliPak 105-Ton	1	Trane	SLHKD114	TBD	AHU – 1
IntelliPak 60 -Ton	1	Trane	SLHF604	TBD	AHU – 2
IntelliPak 40 -Ton	1	Trane	SXHLF404	TBD	AHU – 3
IntelliPak 40 -Ton	1	Trane	SLHF404	TBD	AHU – 4

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Trane U.S. Inc. dba Trane**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

Provide Labor and Material to remove existing rooftop IntelliPak units and install new Air Cooled IntelliPak units.

SERVICE FLOWS

1) Project Manager will review all project plans with Facilities Management including:
    a. Equipment demo/install safety plans
    b. Crane lift plans
    c. Sub-contractor (Mechanical & Electrical) safety plans
    d. Contingency plans
    e. Street block off plans

2) Disconnect Electrical per NEC Code and prepare existing IntelliPak units for removal
3) With Crane (Provided) remove existing units and transport out for proper disposal per EPA requirements
4) With Crane (Provided) Install new units to mount new AIR COOLED IntelliPak units
5) With Crane (Provided) Install new IntelliPak units
    a. AHU -1 and AHU – 2 will replaced with a single Crane lift from Federal Street
        i. Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
    b. AHU – 3 and AHU – 4 will be replaced with a single Crane lift from Marcy or Grant Street
        i. Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
6) Reconnect new Air Cooled IntelliPak units to existing Ducting
7) Reconnect Electrical and controls (Re-configure controls based on new equipment)
8) Programming and graphics
9) Perform Trane Certified Startup and ensure proper Operation
10) Compressor Only warranty years 2-5
11) One year installation including parts, refrigerant, and labor warranty

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed herein:

GSA 47QSWA20D002A / 00-00000-20-00099					
Labor					
	Discipline	Labor Rate	# of Techs	Hours per Tech	Discipline Total
	HVAC Field Technician-Senior	$177.11	1	120	$ 21,253.20
	Project Engineer II – Controls	$275.40	1	20	$ 5,508.00
	Project Manager – Controls	$223.17	1	10	$ 2,231.70
	Controls Technician	$172.85	1	60	$ 10,371.00
	Project Manager – Contracts	$238.41	1	80	$ 19,072.80
	Electrician	$128.98	1	160	$ 20,636.80
	Laborer	$58.74	1	240	$ 14,097.60
	Mechanical Insulator	$58.74	1	16	$ 939.84
	Plumbers & Pipefitters	$127.53	1	240	$ 30,607.20
	Ironworker - Structural	$85.77	1	560	$ 48,031.20
	Sheet Metal Worker	$136.28	1	240	$ 32,707.20
	Welders – Building	$127.53	1	20	$ 2,550.60
	Discipline Total				$ 208,007.14

Materials				
Part #	Description	GSA Price	QTY	Total
383	IntelliPak (105 tons)	$ 157,019.00	1	$ 157,019.00
383	IntelliPak (60 tons)	$ 101,684.00	1	$ 101,684.00
383	IntelliPak (40 tons)	$ 84,711.00	2	$ 169,422.00
			Material Total	$ 428,125.00

Subtotal	$ 636,132.14
Bond	$ 9,541.98
Tax @ 8.4375% On Labor	$ 17,550.60
Total Price	$ 663,224.72

The total compensation under this Agreement shall not exceed $663,224.72 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 December 31, 2022. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any

other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1)

amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the

necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with

Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City:

Randy Randall
TOURISM Santa Fe
PO Box 909
Santa Fe, New Mexico 87504
Phone: 505-955-6209

To the Contractor:

Mark Fafard, Account Manager
Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone: 505-884-2044
Service Phone: 505-341-7934

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:

Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone 505-884-2044
Service Phone: 505-341-7934

42. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

43. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER
MAYOR

_____
Date:

CONTRACTOR:
Trane U.S. Inc. dba Trane

Karen M. Campbell
Karen M. Campbell
Sr. Contract Manager

10/20/21
Date:

CRS #01509460000
License #352815

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 18, 2021 09:07 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5206600/570500
Org.Name/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: THE TRANE COMPANY
DBA: THE TRANE COMPANY

Business Location: 5501 SAN DIEGO AVE NE
ALBUQUERQUE, NM 87113

CRS Number: 01509460000

Owner: MICHAEL LEMAC

License Number: 225513

License Type: Business License - Renewable

Issued Date: May 25, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: May 25, 2022

Fees Paid: $10.00

THE TRANE COMPANY
5501 SAN DIEGO AVE NE
ALBUQUERQUE, NM 87113

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 # **3203059**

Contractor: **Trane US Inc. dba Trane**

Description: **Santa Fe Community Convention Center Air Handler (IntelliPak) Replacement Project**

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

Term Start Date: **FY'22** Term End Date: **12/31/2022**

[ ] Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Request for approval of a Goods and Services Agreement with Trane U.S. Inc. dba Trane $663,224.72 for the Replacement of (4) Rooftop Air- Handler (IntelliPak) Units. This project was previously approved by the Governing Body in March 2020 but was postponed due to the global COVID-19 pandemic. The previous contract expired in December 2020, as such a new contract has been executed for this project.

3. Procurement History: **GSA 47QSWA20D0021 / SPA 00-00000-20-00099**

Fran Dunaway (Oct 21, 2021 14:09 MDT) Oct 21, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Utilizing SWPA/GSA as procurement method for issuance of contract. 12/31/2022 w/option to renew up to 4 years

4. Funding Source: **Santa Fe Community Convention Center** Org / Object: **Operations**

Andy Hopkins (Oct 21, 2021 12:02 MDT) Oct 21, 2021 **5206600-570500**

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melanie K Moore** Phone # **505-955-6219**

Email: **mkmoore@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
MARSH & MCLENNAN COMPANIES
1166 Avenue of the Americas
New York NY 10036
ATTN: 212-345-6000

CONTACT NAME: Kevin Mashavejian
PHONE (A/C, No, Ext): (212) 345 7115 FAX (A/C, No):
E-MAIL ADDRESS: Kevin.Mashavejian@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA	19445
COMPANY B: Travelers Indemnity Co of America	25666
COMPANY C: Travelers Property Casualty Co of Amer	25674

INSURED
Trane U.S. Inc.
5501 San Diego Ave NE
Albuquerque, NM 87113
United States

COVERAGES **CERTIFICATE NUMBER:** 593362 **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			GL 6547064	4/17/2021	4/17/2022	EACH OCCURRENCE	$7,500,000.00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000.00
	X Contractual Liability						MED EXP (Any one person)	$10,000.00
	X Time Element Pollution Liability						PERSONAL & ADV INJURY	$7,500,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$7,500,000.00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$7,500,000.00
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA 6890217 (AOS)	4/17/2021	4/17/2022	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000.00
A	X ANY AUTO			CA 7030880 (VA)	4/17/2021	4/17/2022	BODILY INJURY (Per person)	
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA 7030879 (MA)	4/17/2021	4/17/2022	BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	PHYSICAL DAMAGE/SELF			APD - Self Insured				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							$
B	WORKERS COMPENSATION			UB-8M35413A-21-51-K (AOS)	4/17/2021	4/17/2022	X PER STATUTE OTH-ER	
B	AND EMPLOYERS' LIABILITY Y/N			UB-9L048059-21-51-D (MN)	4/17/2021	4/17/2022		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		UB-8M370386-21-51-R (AZ,MA,OR,WI)	4/17/2021	4/17/2022	E.L. EACH ACCIDENT	$3,000,000.00
C	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			TWXJ-UB-7434L45A-21 (OH)	4/17/2021	4/17/2022	E.L. DISEASE - EA EMPLOYEE	$3,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER

Santa Fe Community Convention Center
201 West Marcy St.
Santa Fe, NM 87501
United States

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
Marsh USA, Inc.
BY: Kevin Mashavejian

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Trane U.S. Inc. dba Trane
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone: (505) 884-2044
Service Contact: (505) 341-7934

October 14, 2021

Melanie Moore
Director of Facilities
Santa Fe Civic Center
201 West Marcy Street
SANTA FE, NM 87501 U.S.A.

Site Address:
Santa Fe Civic Center
201 West Marcy Street
SANTA FE, NM 87501
United States

PROJECT NAME: Santa Fe Convention Center IntelliPak Replacement
GSA 47QSWA20D002A /SPA 00-00000-20-00099

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

NEW EQUIPMENT LIST

Equipment	Qty	Manufacturer	Existing Model Number	Serial Number	Asset Tag
IntelliPak 105-Ton	1	Trane	SLHKD114	TBD	AHU – 1
IntelliPak 60 -Ton	1	Trane	SLHF604	TBD	AHU – 2
IntelliPak 40 -Ton	1	Trane	SXHLF404	TBD	AHU – 3
IntelliPak 40 -Ton	1	Trane	SLHF404	TBD	AHU – 4

SCOPE OF SERVICE

Provide Labor and Material to remove existing IntelliPak units and install new Air Cooled IntelliPak units.

SERVICE FLOWS

- Project Manager will review all project plans with Facilities Management including:
  - Equipment demo/install safety plans
  - Crane lift plans
  - Sub-contractor (Mechanical & Electrical) safety plans
  - Contingency plans
  - Street block off plans
- Disconnect Electrical per NEC Code and prepare existing IntelliPak units for removal
- With Crane (Provided) remove existing units and transport out for proper disposal per EPA requirements
- With Crane (Provided) Install new units to mount new AIR COOLED IntelliPak units
- With Crane (Provided) Install new IntelliPak units
  - AHU -1 and AHU – 2 will replaced with a single Crane lift from Federal Street
    - Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
  - AHU – 3 and AHU – 4 will be replaced with a single Crane lift from Marcy or Grant Street
    - Please see Crane Lift Plan. (Street will require to be blocked off during crane activity)
- Reconnect new Air Cooled IntelliPak units to existing Ducting
- Reconnect Electrical and controls (Re-configure controls based on new equipment)
- Programming and graphics
- Perform Trane Certified Startup and ensure proper Operation
- Compressor Only warranty years 2-5
- One year installation including parts, refrigerant, and labor warranty

PRICING AND ACCEPTANCE

GSA 47QSWA20D002A / 00-00000-20-00099					
Labor					
	Discipline	Labor Rate	# of Techs	Hours per Tech	Discipline Total
	HVAC Field Technician-Senior	$177.11	1	120	$ 21,253.20
	Project Engineer II – Controls	$275.40	1	20	$ 5,508.00
	Project Manager – Controls	$223.17	1	10	$ 2,231.70
	Controls Technician	$172.85	1	60	$ 10,371.00
	Project Manager – Contracts	$238.41	1	80	$ 19,072.80
	Electrician	$128.98	1	160	$ 20,636.80
	Laborer	$58.74	1	240	$ 14,097.60
	Mechanical Insulator	$58.74	1	16	$ 939.84
	Plumbers & Pipefitters	$127.53	1	240	$ 30,607.20
	Ironworker - Structural	$85.77	1	560	$ 48,031.20
	Sheet Metal Worker	$136.28	1	240	$ 32,707.20
	Welders – Building	$127.53	1	20	$ 2,550.60
	Discipline Total				$ 208,007.14
	Materials				
Part #	Description		GSA Price	QTY	Total
383	IntelliPak (105 tons)		$ 157,019.00	1	$ 157,019.00
383	IntelliPak (60 tons)		$ 101,684.00	1	$ 101,684.00
383	IntelliPak (40 tons)		$ 84,711.00	2	$ 169,422.00
				Material Total	$ 428,125.00
			Subtotal		$ 636,132.14
			Bond		$ 9,541.98
			Tax @ 8.4375% On Labor		$ 17,550.60
			Total Price		**$ 663,224.72**

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from the date listed above

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Mark S Fafard
Account Manager - Services
Cell: (505) 681-1899

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

_____
Title

_____
Purchase Order

_____
Acceptance Date

Trane's License Number: 352815

TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction).Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

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

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

DEPARTMENT / DIVISION NAME	DATE
Tourism Santa Fe / Community Convention Center	10/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Equipment and Machinery - Non Exempt	5206600	570500		663,225	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 663,225	$ -

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

The contract shall provide labor and material to remove existing rooftop InteliPak units and install and update to new Air Cooled IntelliPak Unit. Funding will come from CCC Capital Reserves.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
520	(663,225)
TOTAL:	**(663,225)**

Valerie Romero — Prepared By *{print name}* — 10/20/2021 — Date

Melanie Moore (Oct 21, 2021 09:27 MDT) — Oct 21, 2021 — Date

Division Director Signature *{optional}*

Randy Randall (Oct 21, 2021 08:28 MDT) — Oct 21, 2021 — Date

Department Director Signature

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Andy Hopkins (Oct 21, 2021 09:25 MDT) — Oct 21, 2021 — Budget Officer — Date

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

N/A — City Manager *{≤ $60,000}* — Date

SFCCC Air_Handler Replacement Project - BAR

Final Audit Report 2021-10-21

Created:	2021-10-21
By:	Valerie Romero (veromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACVG0emyWWLKhhu_diYihFwKBZj98WS_f

"SFCCC Air_Handler Replacement Project - BAR" History

Document created by Valerie Romero (veromero@ci.santa-fe.nm.us)
2021-10-21 - 2:22:43 PM GMT

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2021-10-21 - 2:26:24 PM GMT

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2021-10-21 - 3:27:09 PM GMT

Document e-signed by Melanie Moore (mkmoore@santafenm.gov)
Signature Date: 2021-10-21 - 3:27:39 PM GMT - Time Source: server

Agreement completed.
2021-10-21 - 3:27:39 PM GMT

POWERED BY Adobe Sign

City of Santa Fe, New Mexico
Memorandum

DATE: **October 15, 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 PB

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

ITEM AND ISSUE:
Request for the Approval of a Software Contract in the Total Amount of $354,755.98 for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc.; Andres J. Mercado, ajmercado@santafenm.gov 505-629-6255.

BACKGROUND AND SUMMARY:

Data capture and records management is crucial for the Santa Fe Fire Department (SFFD) for clinical, compliance, financial, evaluation, legal and business operations reasons. SFFD currently relies on contracts with two software vendors, one hosting service and outdated paper processes. The ImageTrend software platform will allow SFFD to improve its data workflow and its ability to access and organize department data.

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

CONTRACT NUMBER:
The FY20 Munis contract number is 3203036 .

FUNDING SOURCE:

General fund money monies will fund this contract.

Munis Org Name/Number: Professional Contracts/1002001.510300

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ImageTrend, Inc.

Procurement Title: Comprehensive and Integrated Software Platform for SFFD

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 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	09/20/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Oct 19, 2021 16:16 MDT)	Chief Procurement Officer	Oct 19, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203036

Contractor: **ImageTrend, Inc.**

Description: **Comprehensive and Integrated Software Platform for SFFD**

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

Term Start Date: **10/01/2021** Term End Date: **06/30/2025**

[ ] Approved by Council Date:

Contract / Lease: **Software 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 a four-year contract from RFP 21.26.P

3. **Procurement History:** **RFP 21.26.P**

Fran Delaney (Oct 19, 2021 16:16 MDT) Oct 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Award from RFP 21/26/P issued May 2021

4. **Funding Source:** **Professional Services** **Org / Object:** **1002001.510300**

Andy Hopkins (Oct 19, 2021 15:58 MDT) Oct 19, 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
Santa Fe Fire Department

REQUEST FOR PROPOSALS (RFP)

Comprehensive and Integrated Software Platform- Santa Fe Fire Department

RFP#
21/26/P

RFP Release Date: **January 27, 2021**

Proposal Due Date: **February 23, 2021**

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of software for City of Santa Fe Fire Department (SFFD) emergency response and prevention records across department divisions on one platform

B. BACKGROUND INFORMATION

SFFD is seeking proposals for software that integrates our Electronic Patient Care Reporting (ePCR), Fire Records Management System Fire (RMS), Mobile Integrated Health (MIH) and Fire Prevention (FP) software systems onto one platform meeting or exceeding the required functions and features outlined herein. SFFD operates as a single-tier EMS/Fire service, serving approximately 60 square miles and a census population of 85,000. In 2019, SFFD created approximately 16,000 911 response records (including 13,400 EMS records) and conducted approximately 10,000 MIH records and 8,000 FP Records.

This integration of software aligns with the SFFD's vision for one platform that is functional across the department's divisions. This will consist of building a comprehensive software product which meets the clinical, operational, legal, financial and administrative needs of SFFD's ePCR, Fire RMS, MIH and FP activities as well as providing maintenance and support for this product.

Current providers for which interfaces are specified in Scope of Work and/or Technical Specifications:

Staffing Software: Kronos Telestaff
PSAP Software: One Solution MCT
Land Use Software: EnerGov
MIH Software: Julota
EMS Software: Zoll ePCR
RMS Software: Zoll RMS
Training and Record-Keeping Software: Target Solutions
Cardiac Monitors: LifePack 15
Billing Company: EF Recovery

C. SCOPE OF PROCUREMENT

A comprehensive and integrated software solution to work across different divisions of the department. Scope of work includes provision of front end record input, record management and analysis, staff communication within platform, interfaces with existing tools used by SFFD staff, training for users and administrators, and a migration plan for old records. The resulting contract/price agreement will be for four years.

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.

D. PROCUREMENT MANAGER

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

Name: Faith Applewhite, EMS Captain
Telephone: (505) 629-2258
Email: fapplewhite@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 1.4.1.82 NMAC, **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 personal property, services or construction.

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

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

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

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

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

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

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

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

14. "**Electronic Patient Care Record**" means record(s) which capture NEMSIS-required and supplementary data fields related to the provision of emergency medical services.

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

16. "**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can only be emailed.

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

18. "**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.

19. "**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.

20. "**Fire Records Management System**" or "**Fire RMS**" means record(s) which capture NFIRS-required and supplementary data fields related to the provision of emergency response.

21. "**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.

22. "**Health Level 7**" or "**HL7**" means the set of international standards used to transfer and share data between various healthcare providers.

23. "**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.

24. "**IT**" means Information Technology.

25. "**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.

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

27. "**National Emergency Medical Information Systems**", or "**NEMSIS**" means the national, uniform database used to report and store EMS incident data.

28. "**National Fire Incident Reporting System**" or "**NFIRS**" means the national uniform database used to report and store fire department incident data.

29. "**New Mexico Emergency Medical Services Tracking and Reporting System**" or "**NMEMSTARS**" means the State of New Mexico uniform database used to report and store EMS incident data.

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

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

32. "**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.

33. "**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 <u>BUT NOT</u> omitted or removed.

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

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

36. "**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.

37. "**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.

38. "**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.

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

40. "**State (the State)**" means the State of New Mexico.

41. "**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.)

42. "**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.

43. "**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

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	1/27/2021
2. Acknowledgement of Receipt Form	Potential Offerors	01/30/2021
3. Pre-Proposal Conference	Requesting Department	02/08/2021
4. Deadline to submit Written Questions	Potential Offerors	2/10/2021
5. Response to Written Questions	Procurement Manager	02/12/2021
6. Submission of Proposal	***Potential Offerors***	***02/23/2021***
7.* Proposal Evaluation	Evaluation Committee	02/26-03/05/2021
8.* Selection of Finalist	Evaluation Committee	03/12/2021
9.* Best and Final Offer	Finalist Offerors	3/15/2021
10.* Finalize Contractual Agreement	Requesting Department/Finalist Offerors	03/15-03/19/2021
11.* Contract Award	Requesting Department/ Finalist Offerors	3/19/2021
12.* Protest Deadline	Central Purchasing Office	+15 days

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of The City of Santa Fe 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 2:00PM MST via Zoom.
https://santafenm-gov.zoom.us/j/96578889895?pwd=NkE3MmRrbmpHSW80T3kxZnE2a20zdz09
Meeting ID: 965 7888 9895
Passcode: 062393
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. **All Potential Offerors are required to participate in this Pre-Proposal Conference.**

Attendance at the pre-proposal conference is considered 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 **2:00PM 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 composed 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.3 Mandatory Specifications.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

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 E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is 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 C. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in

this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.26. 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 E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

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

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

30. Disclosure Regarding Responsibility

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

   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or
      c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

   3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

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

1. Local Preference Qualification

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

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

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

The maximum available local preference shall be 6%.

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

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

b. The City shall deem the bid or proposal submitted by a non-local resident business to be

3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The City shall not award a business both a resident business preference and a resident veteran business preference.

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit **only one (1)** 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.8 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) **unredacted** (def. Section I.F.38) ELECTRONIC version of the requisite proposals for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.35) 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.

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 D)**

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

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

For organization and scoring purposes, the Scope of Work is broken into three categories. They will be organized by scoring category and then by Mandatory/Desirable. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of July 1, 2021 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Vendor will:

MANDATORY:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    1. EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    2. MIH: create records-capture capability for prevention, response and follow up operations.
    3. FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    4. RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime**: Guarantee 99.9% uptime 24/7/365
- **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    1. Response must specify how many hours of training will be provided for the approximately 180 system users.

DESIRABLE:

- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** Have the ability to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Vendor will:

MANDATORY:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;
            - Allows customization of data fields;
            - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
            - Allows customization of workflow of records for QA and billing function;
            - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
            - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
            - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
        - EMS section:
            - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
            - Create custom reports as needed by SFFD staff.
        - MIH section:
            - Closed-call rules for prevention, response and follow up operations;
            - Create custom reports as needed by SFFD staff.
        - FP section:
            - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
            - Create custom reports as needed by SFFD staff.
        - RMS section:
            - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
            - Create custom reports as needed by SFFD staff.
- **IT support:** supply on-call technical support as needed for users and administrators.
    - Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
    - High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
    - Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;

- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
- **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.
- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
    - Response must specify how many hours of training will be provided for the approximately 15 system administrators.

DESIRABLE:

- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

MANDATORY:

- **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Explain if there is a live CAD view of the system for users.
- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
    - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50% by July 1, 2022.

- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.
- **Cardiac Monitor:** Create interface with cardiac monitors
    - Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

DESIRABLE:

- **Land Use Software:** Create interface with Land Use building permits software for plan review
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Create interface with training and record-keeping software
    - Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.
- **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
    - If a vendor does not provide or foresee provision of an API for working with this specific tool and its data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific event records.
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) **Relevant experience:** 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 software for emergency and non-emergency fire and EMS use. All software provided to private sector will also be considered;

b) **Brief bio:** 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 the following: software architecture staff, customer support, maintenance, training staff, and any other staff on customization and/or implementation teams. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) **Past projects:** Describe at least two project successes and failures of software integration for multiple applications as a service engagement. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last five (5) 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);
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 F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must <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. MANDATORY SPECIFICATIONS

A. <u>Front End and Data Capture</u>

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
   - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
   - MIH: create records-capture capability for prevention, response and follow up operations.
   - FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
   - RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company.
2. **Uptime**: Guarantee 99.9% uptime 24/7/365

3. **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
4. **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
5. **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited)
6. **Training:** Within the first year of contract, provide transition/roll out training.
    - Response must specify how many hours of training will be provided for the approximately 180 for system users.

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data. Offeror will provide a detailed explanation in their proposal that is relevant and the extent to which they will meet each of following mandatories:

1. **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
   Deliver a platform which is customized to meet all administrative requirements including:
    - All sections will have architecture that:
        - Is user-friendly;
        - Allows customization of data fields;
        - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
        - Allows customization of workflow of records for QA and billing function;
        - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
        - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
        - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records);
    - EMS section:
        - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
        - Create custom reports as needed by SFFD staff
    - MIH section:
        - Closed-call rules for prevention, response and follow up operations;
        - Create custom reports as needed by SFFD staff
    - FP section:
        - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
        - Create custom reports as needed by SFFD staff
    - RMS section:
        - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company;
        - Create custom reports as needed by SFFD staff
2. **IT support:** supply on-call technical support as needed for users and administrators.

- Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
- High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
- Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;

3. **Dashboards:** Provide customizable dashboards for administrators and managers.
4. **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
5. **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
6. **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.
7. **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure current host is able to continue hosting.
8. **Training:** Within the first year of the contract, provide transition/roll out training.
   Response must specify how many hours of training will be provided for the approximately 15 for system administrators.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (This spans front and back-end users, as it describes communication between the two groups)
2. **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
3. **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
4. **PSAP:** Create and maintain interface with PSAP
   - PCR fields should autofill from CAD wherever appropriate.

- Explain if there is a live CAD view of the system for users.

5. **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
6. **Billing:** Create interface with billing company
   - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50%.
7. **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH)
8. **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
9. **HL7:** Maintain compatibility with HL7 for EMS and MIH records
10. **Cardiac Monitors**: Create interface with cardiac monitors
    - Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

4. DESIRABLE SPECIFICATIONS

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal for the desirable specifications:

1. **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
2. **Location pin:** Have the ability to “pin” a location based on the device’s geolocation provided (to correct a CAD error, specify a patient or incident location, etc.).

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data:

1. **Data migration:** Migrate historical records into new platform:
   By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

1. **Land Use Software:** Create interface with Land Use building permits software for plan review
2. **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records
3. **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
4. **Training and Record-Keeping Software:** Create interface with training and record-keeping software
   Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.

5. **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
   If a vendor does not provide or foresee provision of an API for working with this specific tool and it's data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific **event records.**
6. **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

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

3. Cost

Offerors must complete the Cost Response Form in **APPENDIX D**.

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	**200**
B. 2. Organizational References	**90**
B. 3. Mandatory Specification	**320**
B. 4. Desirable Specification	**140**
C. Business Specifications	
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	**250**
TOTAL POINTS AVAILABLE	**1,000**
C.6. City of Santa Fe Local Preference per Section IV C. 2	**30**
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 (200 pts)

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.

- *Relevant Experience: 120*
- *Brief bio: 30*
- *Past projects: 50*

2. B.2 Organizational References (90 pts)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided

by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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

- *Reference 1: 30pts*
- *Reference 2: 30pts*
- *Reference 3: 30pts*

3. **B.4 Mandatory Specifications 320 pts**

   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 detailed response to each mandatory. In addition, points will be awarded based on Offeror's candid and well-thought-out response to the mandatories.

   - *Front end and data capture*: *120*
   - *Back end and data organization, storage, and analysis: 100*
   - *Compliance and interface: 100*

4. **B.5 Desirable Specifications 140 pts**

   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 detailed response to each desirable specification.

   - *Front end and data capture: 50*
   - *Back end and data organization, storage, and analysis: 50*
   - *Compliance and interface: 40*

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

   Pass/Fail only. No points assigned.

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

   Pass/Fail only. No points assigned.

7. **C.6 Cost (See Table 1) 250 pts**

The evaluation of each Offeror's cost proposal will be conducted using the following formula: (the two basic packages will be used to calculate the Cost score).

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

8. C.7. 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. 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

Comprehensive and Integrated Software Platform
RFP# 21/26/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than **January 30, 2021 at 3:00 pm**. 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: **Comprehensive and Integrated Software Platform RFP #21/26/P**

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided

without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

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

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

DRAFT CONTRACT

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Software

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **<Enter Contractor Name>**herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **(Contract Name)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

For organization and scoring purposes, the Scope of Work is broken into three categories: 1.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of July 1, 2021 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Vendor will:

MANDATORY:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    1. EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    2. MIH: create records-capture capability for prevention, response and follow up operations.
    3. FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    4. RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime**: Guarantee 99.9% uptime 24/7/365
- **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    1. Response must specify how many hours of training will be provided for the approximately 180 system users.

DESIRABLE:

- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** Have the ability to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Vendor will:

MANDATORY:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;
            - Allows customization of data fields;
            - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;

        - Allows customization of workflow of records for QA and billing function;
        - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
        - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
        - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
    - EMS section:
        - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
        - Create custom reports as needed by SFFD staff.
    - MIH section:
        - Closed-call rules for prevention, response and follow up operations;
        - Create custom reports as needed by SFFD staff.
    - FP section:
        - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
        - Create custom reports as needed by SFFD staff.
    - RMS section:
        - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
        - Create custom reports as needed by SFFD staff.
- **IT support:** supply on-call technical support as needed for users and administrators.
    - Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
    - High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
    - Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;
- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
- **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.
- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
    - Response must specify how many hours of training will be provided for the approximately 15 system administrators.

DESIRABLE:

- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

MANDATORY:

- **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Explain if there is a live CAD view of the system for users.
- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
    - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50% by July 1, 2022.
- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.
- **Cardiac Monitor:** Create interface with cardiac monitors
    - Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

DESIRABLE:

- **Land Use Software:** Create interface with Land Use building permits software for plan review
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Create interface with training and record-keeping software
    - Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.

- **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
    - If a vendor does not provide or foresee provision of an API for working with this specific tool and its data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific event records.
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
01		$
02		$

The total compensation under this Agreement shall not exceed [Insert Dollar Amount] [CHOICE #1- excluding New Mexico gross receipts tax. CHOICE #2 - 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_____. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed

Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and

notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the

extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court

order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's

company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City:

To the Contractor:

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:

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

42. **Succession**

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

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org.Name/Org.#

APPENDIX D

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item
Basic package (all mandatory specs met)	One time fees	1	
Basic package (all mandatory specs met)	Recurring fees/year	4	
Additional feature 1	Initial Roll out	1	
Additional feature 1	Recurring	4	
Additional feature 2	Initial Roll out	1	
Additional feature 2	Recurring	4	
Additional feature 3	Initial Roll out	1	
Additional feature 3	Recurring	4	
Follow the same format below for more features. Use additional sheets if needed.			

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: (07/01/2021 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 E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

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

RFP#: 21/26/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 F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing@santafenm.gov by **February 23, 2021 @ 3:00 pm MST/MDT** for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 21/26/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, Fire Department via e-mail at:

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

Forms must be submitted no later than **February 25, 2021 5:00pm (COB) MST/MDT** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager** at (505) 629-2258 or fapplewhite@santafenm.gov . 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 you are providing a reference for (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past? (QUALITATIVE)
   COMMENTS:

2. How would you rate this firm's knowledge and expertise? (QUANTITATIVE)
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility and responsiveness in assisting you with changes you need to make? (QUANTITATIVE)

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

   COMMENTS:

4. What is your level of satisfaction with the IT Support provided by the vendor? (QUANTITATIVE)

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

   COMMENTS:

5. How would you rate the training you received initially and or for the duration of your contract? (QUANTITATIVE)

   _____ (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? (QUANTITATIVE)

_____ (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 software overall?

_____ (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? (QUALITATIVE)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

APPENDIX G

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

RFP #21/26/P

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

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX H

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

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

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

In addition to the Firm, 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 Firm and known key personnel needs to describe the conflict.

The Firm agrees that, if after award, an organizational conflict of interest is discovered, the Firm makes an immediate and full written disclosure to the City that includes a description of the action that the Firm 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 Firm 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 Comprehensive and Integrated Software Platform. For the duration of this firm's involvement in the Comprehensive and Integrated Software Platform 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 Comprehensive and Integrated Software Platform contract.

I certify that this firm will keep all Comprehensive and Integrated Software Platform 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 Comprehensive and Integrated Software Platform contract. I understand that if this firm leaves this Comprehensive and Integrated Software Platform 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 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 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 I

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2020 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.10 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)

ImageTrend's Response to City of Santa Fe's RFP# 21/26/P for Comprehensive and Integrated Software Platform – Technical Proposal

February 23, 2021

City of Santa Fe
Purchasing@santafenm.gov

Presented By:
Michael J. McBrady
Chief Executive Officer
&
Joseph T. Graw
President & Chief Operating Officer

IMAGETREND®

20855 Kensington Blvd., Lakeville, MN 55044 | www.ImageTrend.com

IMAGETREND®

TRANSMITTAL LETTER

February 23, 2021

City of Santa Fe
Via Email to Purchasing@santafenm.gov

Dear Sir / Madam,

ImageTrend is honored to respond to the City of Santa Fe's Request for Proposal for a Comprehensive and Integrated Software Platform.

ImageTrend believes in serving our clients' communities, no matter how big or small, every day. ImageTrend's mission is to create a better world through technical innovation and envisioning what is possible. We feel our values echo those of Santa Fe, and our business practices and solutions will continue to make a positive impact on your community.

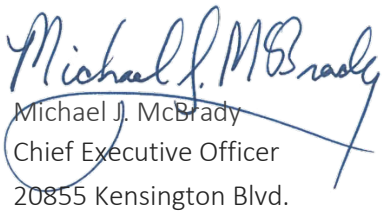
ImageTrend's solutions will empower you through technical innovation. Your RFP states you are looking for a completely 'turn-key', Commercial-Off-The-Shelf (COTS) software solution. ImageTrend Elite™ will provide this to you. You are looking for a solution that is scalable and integrated; Elite is a scalable answer to your needs, and offers more interoperability than any other COTS solution on the market today.

Your pre-hospital data collection needs are constantly evolving, especially during the COVID-19 pandemic. Elite will continue to give your responders a quick, easy and intuitive user experience, allowing them to document data faster, leaving them more time to complete the most important part of the job: patient care.

You will find the executed Letter of Transmittal Form (Appendix E) in the Appendix of our proposal.

We have taken great care in preparing our response to your RFP and we look forward to hearing from you. ImageTrend would be honored to enter into a relationship with the City of Santa Fe.

Sincerely,



Michael J. McBrady
Chief Executive Officer
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: (952) 469 - 1589
Fax: (952) 469 - 5671
Email: proposals@imagetrend.com

B. CAMPAIGN CONTRIBUTION FORM

Please see our signed Campaign Contribution Form (Appendix B) in the Appendix of our proposal.

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D. RESPONSE TO CONTRACT TERMS AND CONDITIONS (FROM SECTION II.C.15)

ImageTrend makes no exceptions to the City's Draft Contract (Appendix C).

E. OFFEROR'S ADDITIONAL TERMS AND CONDITIONS (FROM SECTION II.C.16)

See additional terms and conditions included in the Appendix of our proposal which ImageTrend seeks to have included in the resulting contract.

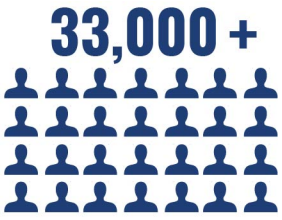
F. RESPONSE TO SPECIFICATIONS

ORGANIZATIONAL EXPERIENCE

A. Relevant experience: 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 software for emergency and non-emergency fire and EMS use. All software provided to private sector will also be considered;

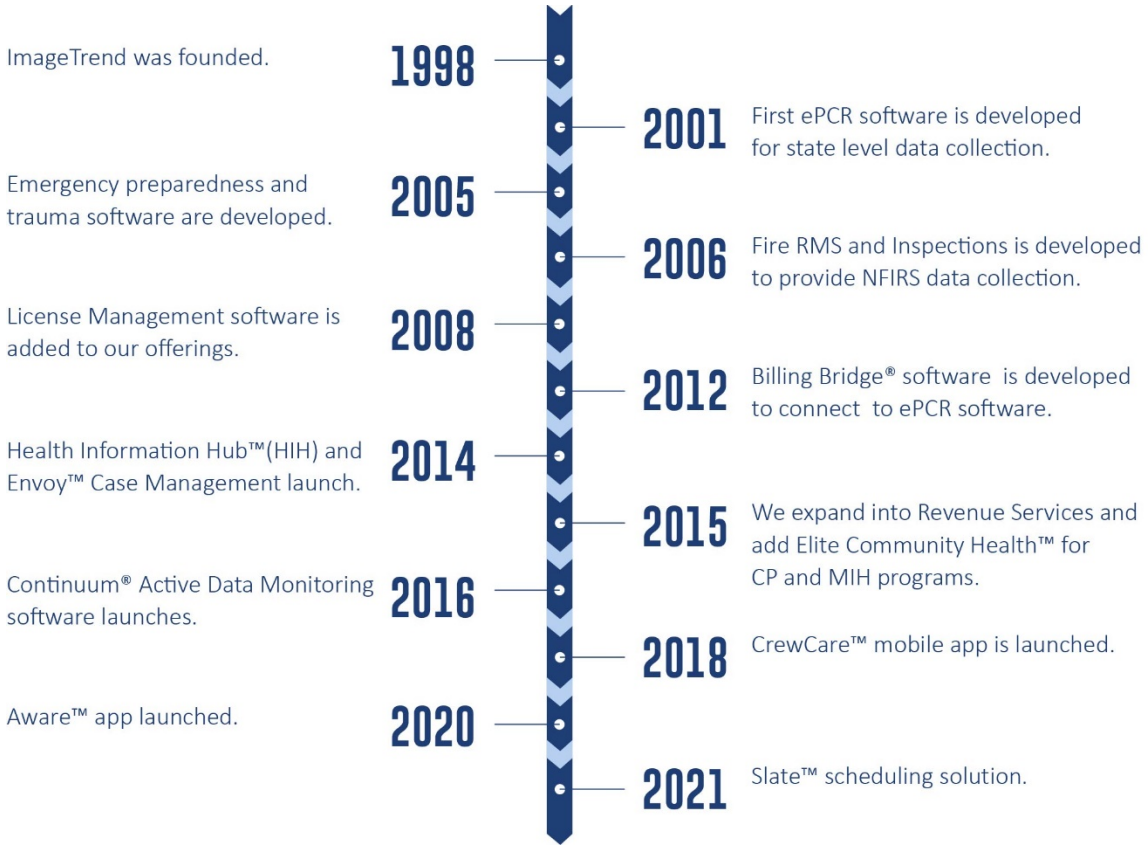
ImageTrend was established in 1998 and remains a privately held corporation headquartered in Lakeville, Minnesota. From the company's humble beginnings, to now being the largest provider of emergency services data collection, analysis and reporting solutions in the country, ImageTrend has never stopped being of service. ImageTrend has experience in very large systems including being the repository for 41 EMS state agencies, local agencies including fire departments of all sizes, averaging 33,000 different daily users in Elite and housing over 302,000,000 EMS records in our ePCR solutions.

EMS Records



Daily Users

Over our 23 years in business, we have grown into numerous markets – billing, healthcare, emergency services, license management and first responder mental health, while remaining leaders in interoperability by delivering comprehensive and fully connected solutions. Our market reach has grown over the years, but our focus on customer intimacy remains ever present. Close, nurturing relationships with our customers are where we thrive as an organization.



B. Brief bio: 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 the following: software architecture staff, customer support, maintenance, training staff, and any other staff on customization and/or implementation teams. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

After business award, ImageTrend's Client Services team will work with you to determine your specific implementation needs. We will assign specific personnel, with experience tailored to your specific needs, develop timelines and deliverable milestones. ImageTrend looks forward to this conversation. In the meantime, please see our leadership bios for our Client Services team below.

Andria Sommers
Implementation Manager
asommers@imagetrend.com
Phone: (952) 469-6165

Education: BA – International Relations, University of Minnesota, Minneapolis, MN

Module Areas of ImageTrend Expertise: EMS/Fire, ImageTrend Elite

Background: Andria Sommers joined the ImageTrend Implementation Team in January 2016. Sommers has over 19 years of experience in software implementation and project management including experience managing the development of software applications. Sommers leads implementations for

states and large counties on Elite. Sommers enjoys collaborating with the client on their implementation and guiding the client and their project from inception to go live. Starting in 2020, Sommers oversaw all of the implementation initiatives in the organization as the Implementation Manager and continues to do so today.

Adam Lindquist
Support Manager
alindquist@imagetrend.com
Phone: (888) – 730-3255

Education: Engineering program, Normandale Community College

Background: Adam Lindquist has worked at ImageTrend for over nine years in the Support Team. Lindquist is a subject matter expert in functionality and operability across multiple application platforms. He develops new support talent and innovative new methods for delivering a more effective and efficient support experience to clients. Beginning in 2020, Lindquist is the manager of the entire Support Team.

C. Past projects: Describe at least two project successes and failures of software integration for multiple applications as a service engagement. Include how each experience improved the Offeror's services.

We have had the pleasure to work with 41 states and many agencies of varying sizes utilizing the Elite platform. Two successes include the City of Las Vegas and the City of Tacoma Fire Department. There were many contributors to their successful implementations and use of our products. First, both teams ensured they had adequate representation from their departments. Each department had a team of 3 to 5 implementation team members who were keenly aware of their business processes and protocols and represented different areas of their organization (management, clinical, IS&T). Their members were technically savvy, motivated and were very well versed in their current workflows and what improvements they may be seeking with the new software solution. Their departments afforded them the time needed to implement and test the solution and develop a cut over plan which included user acceptance testing, state export testing, full lifecycle and end user testing and eventually transitional go live assistance, etc.

Another key contributor to their success was regular communication. We met routinely with the implementation team and we met at a defined frequency with the key stakeholders to ensure the project was staying on track and we were able to pivot if the team identified a need to do so. Overall, each project went exceedingly well.

There have been implementations that have not gone as well as those described above; however, we are just as committed to those implementations as those that run smoothly. One of the largest inhibitors to success is setting proper expectations. Our Implementation and Education Teams recognized this as an opportunity so we worked with our internal teams to develop and implement a plan to itemize the implementation and education tasks. We provide a copy to each client so the plan can be modified to include other aspects of the implementation that may be specific to them but integral to the success of

the implementation - for example, hardware purchases, EKG integrations, etc. We will often refer to the plan to evaluate progress and together discuss options if the plan begins to shift.

Additionally, we see communication as being a very important key to success. As mentioned above, we believe partnering with your department is the key to our collective success. With large implementations, we schedule periodic stakeholder meetings to ensure there is visibility into the project timeline and this offers us the ability to engage others as necessary to ensure our project's success.

ORGANIZATIONAL REFERENCES

ALBUQUERQUE FIRE RESCUE

Contact:	Adam Eakes
Title:	Deputy Chief of Planning and Logistics
Address:	11500 Sunset Gardens SW, Albuquerque, NM 87121
Phone:	(505) 768-3537
Email:	aeakes@cabq.gov
Product Description:	Elite, Billing Services, NFIRS, CAD Integrations, Elite Community Health, Site to Site transfers
Technical Environment:	
Implemented:	February 2015

Description: One of the largest group operations in the State of New Mexico using much of the aspects of the system across one universal city-wide application. They are the largest agency in providing 911 EMS/Fire in New Mexico. Inspections both online and offline is a key part of the program for the Fire Marshal. They use Elite to transfers between Albuquerque Fire and Albuquerque Ambulance.

City-wide

Online

Offline

"Albuquerque Fire Rescue is a very satisfied user of ImageTrend Elite. It continues to serve our department needs well and we would recommend this company for any fire department. We would choose to do business with ImageTrend again."

- Nathaniel Meisner, *EMS Division Captain*

Client Project Manager for Santa Fe Fire

Contact:	Jen Gates, PMP
Title:	Project Manager
Address:	20855 Kensington Blvd, Lakeville MN 88044
Phone:	(952) 469-1589
Fax:	(952) 985-5671
Email:	jgates@imagetrend.com

BERNALILLO COUNTY FIRE & RESCUE

Contact:	Ezekiel (Zeke) Padilla
Title:	Division Chief of Support Services
Address:	6840 2nd St NW, Albuquerque, NM 87107
Phone:	(505) 468-1346
Email:	epadilla@bernoco.gov
Project Description:	Elite Rescue, Continuum, Investigations, Hospital Hub, Training/Activities, Check List, Inventory Management, Site to Site Transfers (Software Applications)
Technical Environment:	
Implemented:	June 2019

Description: Bernalillo County is part of Albuquerque Ambulance response area and neighbors to Albuquerque Fire. Using ImageTrend Elite Transfers Bernalillo Fire and Rescue is able to generate an incident and digitally hand it off to transport agency Albuquerque Ambulance.

Elite Rescue

Continuum

Client Project Manager for Santa Fe Fire

Contact:	Jen Gates, PMP
Title:	Project Manager
Address:	20855 Kensington Blvd, Lakeville MN 88044
Phone:	(952) 469-1589
Fax:	(952) 985-5671
Email:	jgates@imagetrend.com

SURPRISE FIRE DEPARTMENT

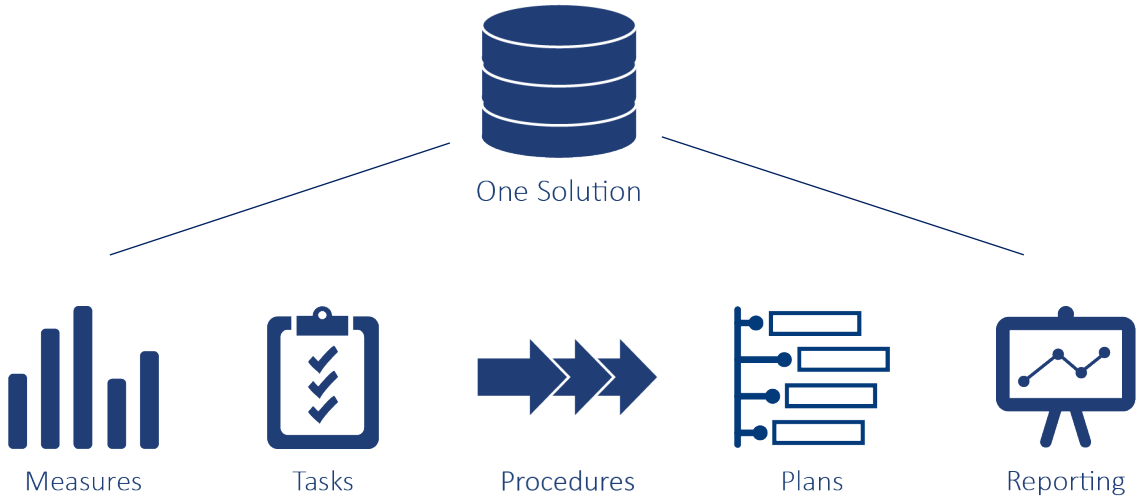
Contact:	Brenden Espie
Title:	Assistant Chief
Address:	16000 N. Civic Center Plaza, Surprise, AZ 85374
Phone:	(623) 222-5000
Email:	Brenden.espie@surpriseaz.gov
Project Description:	Elite Rescue, Continuum Investigations, Inspections, Permits, Hospital Hub, Health Information Hub, Mobile Integrated Health (Software applications).
Technical Environment:	
Implemented:	May 2017

Description: Surprise Fire and Medical is recognized for their expansive use of ImageTrend's Elite suite of solutions. From our combined EMS/NFIRS, Fire Prevention, Fire Marshal's Office to our advanced reporting tools (Continuum) Surprise Fire and Medical

The Fire Marshal uses the system heavily and has been a power user for years. The Elite modules have been tweaked and enhanced in ways that integrate the entire system in one superior Fire Management Operation. With measures, tasks, procedures, plans, and reporting all coming together in one unified solution. They love the single log-in, single point of support and common usability for all the tools.

"It's been refreshing to change from a previous vendor to something that is innovative... they [ImageTrend] take your feedback, they're willing to make it better. I mean that's awesome. Then the fact that you can access it on any device. The fact that you can automate the reports. You can customize it - that's why you go with this product. It works. It's the standard. It's the gold standard...for fire based agencies."

- Kevin Spirlong, *Division Chief of Strategic Planning, Analytics & Emergency Management*



<u>Client Project Manager for Santa Fe Fire</u>

Contact:	Jen Gates, PMP
Title:	Project Manager
Address:	20855 Kensington Blvd, Lakeville MN 88044
Phone:	(952) 469-1589
Fax:	(952) 985-5671
Email:	jgates@imagetrend.com

MANDATORY SPECIFICATIONS

A. Front End Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. User-friendly front end: Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:

   Elite was designed to be user friendly and intuitive across all modules. The interfaces and forms between both EMS incident and NFIRS reporting, although utilize different National Standards, is consistent. Crews and administrators alike, will not need to learn different interfaces to navigate between modules. Elite looks and "feels" the same on any supported device including Android, Apple or Windows. Your data is not co-mingled on the same database as other clients. Each Elite client has their own database where information is securely stored using a proprietary schema.

   Elite provides seamless integration between modules. EMS responses can create/merge data into an NFIRS record automatically. Data collected in NFIRS is available in the Locations, Occupants, and Inspections module and vice-versa. For example, if crews respond to a fire incident that is already in your database as a Location record, they will have the ability to import pre-defined information directly into their NFIRS record reducing data entry errors.

   ImageTrend works closely with our customers to design the Elite user experience; giving you the ability to design the user's documentation workflow and documentation order. Any field can be defaulted to an answer, if desired. Elite has a similar design in all modules within the system, allowing for ease of training of all users between modules. Elite has different types of fields depending on the type of data being collected. There are big buttons for single selects, multi-selects and grids for one to many options. Validation rules "flag" fields in real-time as the user documents to indicate required fields that must be completed by the end user to reduce documentation time typically spent searching for the required fields. Additionally, there is a search box allowing users to type in a portion of the field title that will navigate the user to the searched field with a click of a button. Supplemental forms created by the administrators enhance inspection documentation time, supplying the inspector with pre-defined inspection questions and correlating violations to increase productivity.

   - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.

     Elite is NEMSIS 3.3.4 and 3.4.0 compliant. The State of New Mexico is a current ImageTrend client for ePCR direct entry and as a repository of data. Elite can automatically post ePCR incidents from one site to another site without user

intervention, based upon predefined criteria. The incidents must meet before the incident will post and return information indicating the incident post to state was successful. ImageTrend is committed to meeting all NEMSIS data version updates, including NEMSIS version 3.5.0 with development already underway.

Elite contains a validation engine that is set up within the user interface and designed to allow administrators of the system the ability to build, edit, and manage active or inactive validation rules. During the implementation phase, the State's required validation rules are imported through Elite's Library (repository of resources where fellow clients have shared their rules, forms, etc. for others to use). Agencies can then build their own rules to require additional data fields to be collected above and beyond state and NEMSIS requirements. For example, Validation Rules can be built to require fields when certain impressions are selected, or to require signatures to be collected.

Validation rules include logic to look at related field responses to "flag" fields with a red box for field user visual indication of real-time notification for all required fields based on conditions built into each rule, including any NEMSIS field, state defined field, or Supplemental Questions. The built-in data validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. Items that require documentation are highlighted in red. Additionally, the user is prompted at the middle-bottom of the form with additional validation information regarding the current validity score and the missing items that require attention with an easy re-direct to field locations remaining documentation. The validation runs "real-time" so that each time the user changes a value, the score is recalculated and any appropriate fields are colored "red" to indicate they need to be filled out correctly. System administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies those rule(s).

User-defined questions or Supplemental Questions are supported in Elite at the site level and/or agency level. This is a permissions based feature. Supplemental Questions can be required or conditionally validated.

- MIH: create records-capture capability for prevention, response and follow up operations.

  Elite is a multi-faceted records management system that provides additional modules. Community Health™ is one of those modules specifically designed around community paramedicine (CP) for a department to track long-term, scheduled visits with patients enrolled into programs to track progress and help reduce emergent call dependency. Within the Elite Community Health module, administrators are able to build a configurable CP template designed to track patient visit information. The template is built in the same Form Manager as any system template, with drag-and-drop architecture along with optional build of validation rules to require field documentation. Inside the template, patient and EMS related worksheets can be attached to complete during the patient visit to gather additional information above and beyond the visit specific info. This

can allow for collecting information regarding the initial assessment, home safety surveys, program specific questions regarding patient progress, timed up and go assessments, etc.

Patient progress tracking occurs within the patient record to allow for updated medical history, billing information, physician or referral information or demographics to be updated and maintained. The Community Health module integrates with the ePCR module when a patient is selected in an ePCR using the Repeat Patient Lookup to tie the patient in the ePCR to a history within the Community Health module. Past vitals, impressions, complaints reported by dispatch, etc. display inside the Patient Timeline within the ePCR or inside the Community Health Visit. This provides the end user a complete patient picture and indicates which CP programs the patient is enrolled in even before downloading the patient into the ePCR incident. Patient Enrollment is based on ePCR data information including a unique algorithm to review the incident frequency percentage, past medical history percentage and past medical history. This provides an Impact Score™ to determine patient enrollment by program.

- FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.

  Elite Field™ Inspections complies with this requirement. The Mobile inspection platform is browser based allowing it to work on Windows, IOS, and Android devices with or without an internet connection. ImageTrend has all of the international fire codes available in many different years. If the international building codes is required, it can be added to your solution. You can add local codes or ordinances without having to contact ImageTrend. Violation notices can be configured by the department that can be emailed or mailed to responsible parties.

  Elite has a Permits module that is tied to Locations, Occupants and Inspections. Permit types to be tracked are created by the fire department. Fees can be added to each permit type for financial tracking. When creating a permit type, the user can associate any tasks that need to be completed or inspections before the actual permit is generated. The actual permit design can be created by the system administrator so that key information is presented on the permit with the department's logo.

- RMS: create records-generating capability for incident capture including all Federally- required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company.

  Elite is an NFIRS 5.0 compliant product. This includes an editable NFIRS template, and NFIRS 5.0 compliant validation rules that "flag" fields in real-time as the user documents, providing the user with a visual indication of required fields to ensure incident documentation is compliant with NFIRS 5.0 standards. The system allows for documentation of all NFIRS 5.0 types of incidents codes, along with the ability for a system administrator to create +1 codes within their related code for enhanced reporting to drill further into the incident type. System administrators have access to customize the pick list order and control the field value labels to fit department terminology.

Users with permission to add or edit Fire incidents can modify the data entry even if the data came from a CAD system. Personnel can be added manually to apparatus, can be added each day to Daily Roster to their assigned apparatus during their shift to populate in the Fire incident when the apparatus is manually added, or through a Scheduling/Staffing solution integration that would automatically pull personnel into the Apparatus module. Incident zones, districts or census tracts can be managed manually or automated, if provided by the CAD vendor. Attachments can be added to the incident and can be saved in a variety of formats, from picture to text, and sizes.

Every incident in Elite can be assigned an incident status to indicate workflow state of the incident. The status routes the incident to the correct person for the QA process, or can indicate edits needing completion. Custom built Worksheets, Supplemental Questions service defined questions, or Special Study Questions can be created within the user interface by an administrator for personnel to collect additional information above and beyond the fields NFIRS provides such as juvenile fire setter information, signatures, COVID-19 related questions, exposures, etc. All of these fields can be reported on within Elite's proprietary and robust reporting tool, Report Writer. Elite includes the Basic Narrative, Additional Narratives that indicate the narrative author and can lock from other's editing, and an apparatus narrative.

Elite has an integration with fire recovery for NFIRS and/or inspections billing.

2. Uptime: Guarantee 99.9% uptime 24/7/365

Please see our standard Service Level Agreement included in the Appendix of our proposal.

3. Record transfer: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)

Elite ePCR incidents can be transferred from device to device within the department, transferred to another agency that uses Elite on another Elite site, or to another vendor. There is no development required on ImageTrend's side to be able to transfer ePCR incidents from Elite to another vendor; however, another vendor may require development to consume the transferred file. A setup and maintenance fee is associated with transfers to another Elite site and/or to another vendor.

4. Property inspections: Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence

Elite's Inspections module allows administrators to create and customize as many inspection types as desired within the user interface. Administrators can create as many customized inspections checklists as needed to create an easy to use system that allows all inspectors to follow the same workflow based upon inspection type. The inspections checklists are called Supplemental Forms, and are embedded within the inspection report, allowing the inspector to document violations predefined by administration. All types of property records can be entered

into Elite. Records can be a single location and occupancy or many occupancies linked to a location in the example of a strip mall.

The Mobile Fire Inspection platform is browser based allowing it to work on Windows, IOS, and Android devices with or without an internet connection. ImageTrend has all of the IFC available in many different years. If the IBC is required, it can be added to your solution. You can add local codes or ordinances without having to contact ImageTrend. Violation notices can be configured by the department and can be emailed or mailed to responsible parties. Mobile Fire Inspections allows for printing of violation letters from the mobile device.

Each occupant can be placed into a reoccurrence pattern of inspection that should happen every X number of months. The inspection can be scheduled to a person, station, shift or combination of those elements. Through Report Writer it is easy to show upcoming inspections or businesses that have not been inspected in a given time period.

5. Online User Capacity: Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited)

ImageTrend does not limit the number of users in any capacity. Our licensing model is not based on the number of concurrent users and we do not restrict clients by "per person" licensing systems. ImageTrend has 41 state that use Elite as their direct entry site. As an example, Maryland's state Elite system has over 21,000 user accounts that work at various departments in the state all using the state's site. Many thousands of users can be logged into a site at the same time without issue.

6. Training: Within the first year of contract, provide transition/roll out training. Response must specify how many hours of training will be provided for the approximately 180 for system users.

Our implementation and education training model includes both virtual and onsite training. Our Education Team will work with your department to determine the best use of the education time purchased as part of your contract. Our Education Team is well versed and can make recommendations on targeting which teams to educate, the length of time for each session and the topics covered. Ultimately, we will partner with your agency in those decisions about with whom and where the training is targeted.

Specifically for you, we are proposing an educational plan that includes three trips/nine onsite days and eight webinar sessions (each session is two hours in length). This plan would include a three day administrator onsite conducted early on in the implementation. A second trip could be conducted as a train-the-trainer or end-user training approximately two weeks prior to go live. This time is spent working with your training team if a train the trainer approach is desired, or scheduling a series of end user trainings to introduce your crews to incident entry. Lastly, our final recommended trip would be post go live, after a period of time for the Santa Fe and ImageTrend teams to audit the system and provide any additional training that would be best

learned after there is real data in the site. For example, QA/QI and ad hoc, aggregate report writing. These topics are often best covered after there is live and complete data in the system on which to query in Report Writer and perform quality performance checks. The eight webinar sessions are designed for remote training opportunities for ancillary modules such as Inventory, Training & Activities, Checklists, Repairs & Maintenance, or for particular teams - Prevention, Billing, Administration, etc. These modules may be managed by other teams within your organization so these webinar trainings can be designed to target training for particular teams within your organization or for particular topics.

B. Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Offeror will provide a detailed explanation in their proposal that is relevant and the extent to which they will meet each of following mandatories:

1. User-Friendly Back End: Create a user-friendly back end to manage data fields, workflows/closed- call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:

- All sections will have architecture that:
  - Is user-friendly;

    Elite is very user friendly. Template workflows can be managed by system administrators to fit the City's desired workflow and documentation order. Validation rules "flag" fields in real time as the user documents to indicate required fields must be completed by the end user to reduce documentation time typically spent searching for the required fields. EMS/Fire Forms, Validation Rules, Power Tools, Situation Tools, Worksheets, Supplemental Forms can all be created by the administrators to enhance documentation time and to increase productivity.

  - Allows customization of data fields;

    Elite's Dataset Manager provides the functionality to determine the values available to document in an incident for fields such as medications, procedures, impression, etc., as well as NFIRS fields. Administrators have the ability to activate/inactivate and use relevant values, and adjust the label of the value in order to be recognizable by the field user based on local nomenclature. All NEMSIS and NFIRS fields are available to be adjusted as necessary. Additionally, for extra fields built above and beyond NEMSIS/NFIRS standards, you can add +1-codes that will help improve documentation of data collected.

  - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;

    The validation engine in Elite is available to the system administrator at any time to make changes to required fields throughout the application. The validation engine allows the agency to modify when fields are required and set a point value to the rule. Fields can be weighted showing the user which fields are most important. In Elite Field, closed call rules can be established to let the user know what fields cannot be missed and are

required in order to post the call from Elite Field to the website. All required fields are visually identified in the application and have a score at the bottom of the screen. Validation scores are calculated in real time, without the need for a provider to take action, click save, or advance to the next page. Users can see their score or click on it to easily navigate to a required field. The validation engine expands to all modules of the system and not just ePCR or NFIRS.

Closed call rules can be applied to the ePCR in Elite Field. If the closed call rules are not satisfied, a user cannot post or submit their incident. All validated fields are marked in red and with exclamation points so that it is easy for users to identify required fields.

- Allows customization of workflow of records for QA and billing function;

  Client-driven Validation Rules clearly identify fields configured as required for report completion and can be accessed easily in several ways including a single click "jump to" function. Each record has a status that can be used as a workflow engine to determine if further review is needed.

  Elite provides a QA/QI module that we call Continued Quality Improvement (CQI) which allows administrators to set up specific CQI reviews buckets to review calls that meet that specific criteria. The reviewer can answer questions pertaining to the review bucket to indicate if the incident provider properly documented fields and/or followed protocol during patient care. The reviews can be manually or automatically assigned to certain reviewers or require a minimum number of reviewers to complete the review.

  Elite's CQI module allows the reviewer to see the incident's validation score in addition to the CQI validation score. This score is the result of the EMS incident form's data and the CQI rules to check the information entered by providers is documented as required to drive clinical monitoring and performance improvement. The CQI module is directly linked to the patient care record. The reviewer has access to the printed PCR, if further review is needed. Messages can be sent to users and accessed when looking at the PCR form. If the reviewer answered CQI questions the author of the PCR can review the feedback and respond to close the CQI loop.

  The Elite Inbox includes ability to set up messages to send to external emails, or message within Elite. Message contents can be restricted to external emails, based upon administrative set up. Messages can be created via an incident, through the CQI module with a link in the message leading directly to the incident for QA or directly through the Inbox. Messages can be sent to users by permission group, contact type, users listed as crew members on an incident or individually. Inbox messages that are linked to incidents through the incident or CQI are viewable based upon permission access.

- Through branching logic, have the ability to determine closed call rules and autofill specified data fields.

  Closed call rules can be applied to the ePCR in Elite Field or Elite web and be required with finish incident settings. If the closed call rules are not satisfied then a user cannot

post or submit their incident. All validated fields are marked in red and with exclamation points so that it is easy for users to identify required fields.

The Elite Form Manager allows administrators the ability to manage and build templates, edit, set defaulted values or hide fields based upon agency defined workflows. The ePCR template is completely configurable. Defaulted values can be preset for fields that can be set as read-only or inactivated to hide that value from the end user. Form Manager uses a "Drag and Drop" configuration of the form template to allow easy administration of the template. The estimated percentage of fields that are configurable would be around 95%. The estimated percentage of labels that are configurable is around 100%. The estimated percentage of field titles that are configurable would be around 100%.

Preset Values make it simple and easy to create commonly used incident scenarios to determine field values consistent for that situation, like documenting a cancelled call, with a click of button. Any field can be defaulted to an answer, if desired.

- Creates “parent/longitudinal” records for individuals, businesses and locations across sections;

  Occupant records are tied to the parent location record, which contains all historic past and current occupancy records giving the full historical information for a single location. Inspections can be scheduled manually or through an automated scheduling system, tying occupants to the specific inspection schedule. User permissions are controlled by the system administrator. Permissions can be given to allow users to read only existing occupant records, edit existing occupant records, add new occupant records, or have full control for occupant records. With add permissions, a user can add new occupant records to the location (building address) and complete all required data for the occupant, including contact information, maintenance records, preplan information, hazardous materials, etc.

- Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on “parent/longitudinal” records);

  Elite's Report Writer is a proprietary reporting tool complete with over 160 prebuilt reports capable of customization to save as a new, personalized report. Ad-hoc transactional reports are simple to build, and include NEMSIS or custom built questions into the available reportable fields. Users with access to Report Writer can adjust the grouping, sorting, and the layout of the report, while including criteria and/or filters to drill down further into the data with many operators to help define the criteria based on full or limited data. Reports can be scheduled to send or exported into several formats, be aggregated, can reconcile CAD incidents, report on controlled substances, etc. Report writing in Report Writer is endless with all of the fields and many criteria that can be applied to a report.

  ImageTrend's Visual Informatics™ is available to create tabular or graphical reports. This allows the user to create custom reports that can be easily consumed by many different stakeholders. The tabular reports work similarly to pivot tables for users that are familiar

with Microsoft Excel. These types of reports are available only for incident data in the NEMSIS data set and NFIRS. These reports can be saved and scheduled for later use. With ImageTrend, user security is strictly enforced allowing only users to report and view information that they have rights to. Additionally, based on your permission group, you will have rights to the following report functions: choose field properties; define selection criteria; configure report layout options; save reports; schedule reports; and set up report permission.

Continuum® is another reporting tool that can provide near real time alerts, based upon different events that are specified by the department. For example, the department could track overdoses looking for trends in the data. Continuum allows administrators to create dashboards and playlists that can be published to public facing websites for anyone to view.

Data Mart™ is the solution that provides clients the ability to extend and expand their system and give them more control over their data. The Data Mart makes available a replicated copy of the Elite solution reporting databases into the client's own managed database environment. The Data Mart is ideal for clients who have technical staff, analysts and other staff looking to dive deeper into their data by using their own reporting, analysis and business intelligence tools. It will also serve as a powerful tool in connecting and combining Elite data with any industry-standard business intelligence tools such as Crystal Reports, SAS and Tableau, as well as any other tool that can connect to a Microsoft SQL Server Database.

With the Data Mart, your data is transformed into structures designed, tuned and documented for optimum reporting and analysis. This approach saves valuable staff time by removing the complexity of writing reports against raw transactional data structures. The Data Mart is analytically structured and well documented to reduce the learning curve and allow clients the ability to work with their data at the lowest levels.

Further below in our proposal, we have provided more detailed visual content regarding Visual Informatics, Continuum and Data Mart.

- EMS Section:
  - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management

    Validation rules are supported in Elite. Elite has a library of resources including validation rules published by ImageTrend and various other states and agencies using Elite as their ePCR platform. Our Library has several validation rule books available from which to choose to enhance current reporting requirement above state and national requirements. Additional validation rules can be added by the user within the user interface quickly and easily, to require the rule to be satisfied before transferring or posting the incident.

- Create custom reports as needed by SFFD staff

  Custom reporting is available through Elite's Report Writer and Visual Informatics. These report writing options have been discussed in length in our proposal response.

- MIH Section:
  - Closed-call rules for prevention, response and follow up operations;

    Validation rules can be created in the user interface, by an administrator, to streamline and require field documentation and ensure consistency for Community Health visits.
  - Create custom reports as needed by SFFD staff

    Custom reporting is available through Elite's Report Writer as was discussed in length in our proposal response.
- FP Section
  - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;

    Elite has not implemented closed call rules for inspections and investigations as it has for ePCR and NFIRS records. Closed call rules in Elite prevent records from reaching the server until all rules are satisfied according to the setup. ImageTrend has created the ability for end users to build their own dynamic validation rules for Locations, Occupants, Inspections and Investigations modules. Validations can still be used to determine level of completeness of a record and ImageTrend has made it easy to view incomplete or partial records.
  - Create custom reports as needed by SFFD staff

    Custom reporting is available through Elite's Report Writer, Visual Informatics, Continuum and/or Data Mart. These report writing options have been discussed in length in our proposal response.
- RMS Section:
  - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company;

    Elite is an NFIRS 5.0 compliant product. This includes an editable NFIRS template, and NFIRS 5.0 compliant validation rules that "flags" fields in real-time as the user documents, providing the user with a visual indication of required fields to ensure incident documentation is compliant with NFIRS 5.0 standards. The system allows for documentation of all NFIRS 5.0 types of incidents codes, along with the ability for a system administrator to create +1 codes within their related code for enhanced reporting to drill further into the incident type. System administrators have access to customize the pick list order and control the field value labels to fit the department's terminology.

    System administrators have the ability to add fields and validation rules to require such fields for fire recovery. Using the Elite finish incident settings will allow the system

administrators to assure an NFIRS report will need to have all required fields before being able to be marked completed.

- Create custom reports as needed by SFFD staff

  Custom reporting is available through Elite's Report Writer, Visual Informatics, Continuum and/or Data Mart. These report writing options have been discussed in length in our proposal response.

2. IT Support: supply on-call technical support as needed for users and administrators.

- Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;

  Please see our standard Service Level Agreement included in the Appendix of our proposal.

- High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;

  Please see our standard Service Level Agreement included in the Appendix of our proposal.

- Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;

  Please see our standard Service Level Agreement included in the Appendix of our proposal.

3. Dashboards: Provide customizable dashboards for administrators and managers.

ImageTrend acknowledges and complies with this requirement. Report Writer provides the ability to create reports against any Elite data set. User can create Report Writer dashboards that use any of these reports. Continuum also allows you to assemble into Playlist dashboards for expanded BI capability.

4. Flags: Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).

ImageTrend acknowledges and complies with this requirement. The Monitors in Continuum analyze and track trends to provide near real time alerts and insight to clinical or operational metrics of your choosing. You can choose from our library of ImageTrend created monitors or create your own. Continuum monitors are more than just alerts; they provide the ability for user defined notifications. Notifications can be based off a specific event (treatment, procedure, fire incident location etc.) or a threshold. You determine who will receive the alert, the frequency (near real-time or scheduled), what information is displayed in either email or SMS text message and what attachments will be included (graphics, tabular views, links to the incident record).

5. Longitudinal data: Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.

ImageTrend acknowledges and complies with this requirement. The Elite Repeat Patient database stores patient information to allow field users to download the desired patient into the incident to save time and provide the most accurate history and demographic related information into the ePCR. Each time a field user documents any demographic related fields, such as gender, birth date, first name (even as little information as an initial), or last name, the user receives a notification of potential matches. As the user enters more information, the potential match count is narrowed down. End users can also use the search the Repeat Patient database button to look by any of the following fields to locate their exact repeat patient to download into the ePCR: patient first name or last name; date of birth; gender; patient address; exact social security number (SSN), last four digits of SSN, or through the use of a Hospital Information Hub™ (HIH™) lookup. Once the patient is downloaded into the ePCR, medical history, current medications and allergies, demographic information, billing information and practitioner information can be populated. Repeat Patient download into an ePCR will also display past incident related data, like past incident vitals, impressions, symptoms or display previous medical device images such as 12-lead EKGs from prior encounters, into a timeline to provide the end user a full picture of that patient's history regardless if they have provided care to the patient themselves.

The CQI module is directly linked to the patient care record. The reviewer has access to the printed PCR, if further review is needed. Messages can be sent to users and accessed when looking at the PCR form. If the reviewer answered CQI questions, the author of the PCR can review the feedback and respond to close the CQI loop.

6. Probabilistic matching: Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.

ImageTrend does not currently "merge" ePCR records. Elite has functionality to transfer records from agency to agency or within the same agency from unit to unit. A PCR can be started from a first arrived unit and transferred to a transporting unit. The records, if desired to keep separated, can be "unified" within a print report to provide a complete picture of the incident from two different units.

The Elite Repeat Patient database stores patient information to allow field users to download the desired patient into the incident to save time and provide the most accurate history and demographic related information into the ePCR. The Elite Repeat Patient functionality was discussed in detail in response to Question 5 “Longitudinal data…” above. If a provider does not see/download a repeat patient into their PCR and creates a duplicate entry, our Manage Duplicate Patient Records interface allows end users to remove unwanted duplicate entries.

7 Host data: Be able to host server and data or work with Microsoft Windows Hypervisor to ensure current host is able to continue hosting.

ImageTrend is able to work with Windows Hypervisor.

8. Training: Within the first year of the contract, provide transition/roll out training. Response must specify how many hours of training will be provided for the approximately 15 for system administrators.

Our implementation and education training model includes both virtual and onsite training. We will assign an implementation coordinator who is your point of coordination for your implementation. Together your implementation team and our Implementation Coordinator will review the implementation schedule, which includes a virtual project kick off, a series of webinars designed to incrementally learn the software over the course of several weeks in addition to onsite training for your administrators, training team and end users.

During the period of site build-out, our teams will meet virtually at a mutually agreed upon frequency, typically weekly for one hour, and educate your team on the features and functionality of the software solution. In addition to these walkthroughs, we have other educational resources to assist with educating your staff. Elite has a comprehensive Help/University with a plethora of articles and professionally recorded videos. Our Education Team conducts free webinars monthly on relevant areas of our software solution. Our Clinical Services Team also conducts regular meet-ups on industry hot-topics. These networking and educational opportunities are well attended by our ImageTrend community and are found to be very helpful for clients at any stage of their implementation or after go live.

Specifically for you, we are proposing an educational plan that includes three trips/nine onsite days and eight webinar sessions (each session is two hours in length). This plan would include a three day administrator onsite conducted early on in the implementation. A second trip could be conducted as a train-the-trainer or end-user training approximately two weeks prior to go live. This time is spent working with your training team if a train the trainer approach is desired, or scheduling a series of end user trainings to introduce your crews to incident entry. Lastly, our final recommended trip would be post go live, after a period of time for the Santa Fe and ImageTrend teams to audit the system and provide any additional training that would be best learned after there is real data in the site. For example, QA/QI and ad-hoc, aggregate report writing. These topics are often best covered after there is live and complete data in the system on which to query in Report Writer and perform quality performance checks. The eight webinar sessions are designed for remote training opportunities for ancillary modules such as Inventory, Training & Activities, Checklists, Repairs & Maintenance, or for particular teams - Prevention, Billing, Administration, etc. These modules may be managed by other teams within your organization so these webinar trainings can be designed to target training for particular teams within your organization or for particular topics.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. Messaging: Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (This spans front and back-end users, as it describes communication between the two groups)

The system has Dashboard messaging that the users see upon login as well as the ability to push these notifications via text message through the free Aware™ application. Each user has an inbox that can send and receive messages as well. The data can have a link to an incident, if needed. The system can alert a user that they have a message and need to log into Elite to access the data in the message. Inside of the system there is no limit on the data in the message.

Further below in our proposal, we have added our Aware product description.

2. Referrals: Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.

Elite has the ability to identify an incident to be referred to MIH as well as being able to flag incidents for a quality assurance review that can be then reviewed in the CQI module or through Report Writer.

3. Alerts: Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records (“Patient has appointment with on . Please contact ” or “Property pending reinspection. Hazard X present at exterior entry door on C side of building”) as well as the functionality for emergency responders to share notes with non- emergency and/or administrative staff.

Elite is a multi-faceted records management system that provides additional modules including Community Health, which was previously discussed in detail, is a module designed around CP in order for a department to track long-term, scheduled visits with patients enrolled into programs to track progress and help reduce emergent call dependency. Within the Community Health module, administrators are able to build a configurable CP template designed to track the patient visit information. The template is built in the same Form Manager as any system template, with drag-and-drop architecture along with optional build of validation rules to require field documentation.

Patient progress tracking occurs within the patient record to allow for updated medical history, billing information, physician or referral information or demographics to be updated and maintained. Enrolled programs and status tracking included as a chronological list of contact history with the patient, including

EMS, CP visits completed worksheets, or any contact types made and tracked within the record and module to provide the most comprehensive patient history available. The Community Health module integrates with the ePCR module when a patient is selected in an ePCR using the Repeat Patient Lookup to tie the patient in the ePCR to a history within the Community Health module. Past vitals, impressions, complaints reported by dispatch, etc. display inside either the patient timeline inside the ePCR or the Community Health Visit providing the end user a complete patient picture and indicates which CP programs the patient is enrolled in even before downloading the patient into the ePCR incident. Patient Enrollment is based on ePCR data info, including a unique algorithm to review the incident frequency percentage, past medical history percentage and past medical history which provides an impact score to determine patient enrollment by program.

Elite provides a QA/QI module that we call CQI which allows administrators to set up specific CQI reviews buckets to review calls that meet that specific criteria. The reviewer can answer questions pertaining to the review bucket to indicate if the incident provider properly documented fields and/or followed protocol during patient care. The reviews can be manually or automatically assigned to certain reviewers or require a minimum number of reviewers to complete the review. Responses can be exposed to the original crew member making report, within the incident to see overall documentation reviews results. Inbox messages can be shared within the CQI module.

The Elite Inbox includes the ability to set up messages to send to external emails, or messages within Elite. Message contents can be restricted to external emails, based upon administrative set up. Messages can be created via an incident through CQI module with a link in the message leading directly to the incident for QA or directly through the Inbox. Messages can be sent to users by permission group, contact type, users listed as crew members on an incident or individually. Inbox messages that are linked to incidents through the incident or CQI are viewable based upon permission access.

Inspection properties and re-inspections will display within the Occupant record displayed to all relevant users.

4. PSAP: Create and maintain interface with PSAP

- PCR fields should autofill from CAD wherever appropriate.
- Explain if there is a live CAD view of the system for users.

ImageTrend has integrated with over 50 CAD vendors. During implementation, the CAD Implementation Coordinator will provide a CAD mapping workbook ImageTrend uses to ensure that the CAD fields and values are mapped to the appropriate ePCR or fire values. Upon completion of the integration development, CAD data can then be downloaded into the ePCR and will populate the field values correlating to the CAD fields, saving the end-user documentation time and removing human error. The methods in which we can integrate data with CAD vendors are a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users. In Elite Field for EMS ePCR documentation, the user can view all CAD incidents or filter by their specific unit to select and download the call into the ePCR.

5. Staffing Software: Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.

ImageTrend offers Slate™, a proprietary staffing and operations management solution; however, Elite does offer interfaces with several staffing solution third party vendors, such as Telestaff, CrewSense, Aladtec, etc. If the selected third party staffing solution vendor is not any of the listed vendors, ImageTrend would be open to integration discussions, opening into a collaborative discovery process with the vendor and creating a Statement of Work (SOW) to accomplish desired integration. Please see our Statement of Work Process included in the Appendix of our proposal.

6. Billing: Create interface with billing company

ImageTrend supports the automation of billing files and NEMSIS files. Automated billing exports can be added on to each agency, as needed and contracted. Files are not automatically exported until all business rules are satisfied. The business rules are established by the system administrator or the agency administrator (based upon permissions) during implementation. EMS incidents are exported automatically via the NEMSIS web service or to a secure FTP location.

- **If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50%.**

  ImageTrend's auto export to your billing services vendor is a standard tool with years of reliability. Should there be any issues or interruption in data submissions, ImageTrend would consider it a high priority to get the issue resolved. Once the data is successfully delivered to the billing services vendor, ImageTrend no longer has any control over the process.

7. HIPAA/HITECH: Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH)

ImageTrend is a leader in information security and compliance. Each year we get third party assurance that your data is kept secure in accordance with the HIPAA/HITECH Security Rule. ImageTrend software applications and our hosting facility are held to this high standard of security and compliance. To be compliant with the HIPAA/HITECH Security Rule with control mapping to NIST 800-53 cybersecurity framework, the entire process of how the application is constructed and deployed must meet compliance standards - ensuring privacy by design. Our hosting provider maintains up-to-date SOC1, SOC2 and PCI-DSS reports for the physical safety and availability of the system.

8. NMEMSTARS/NEMSIS: Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.

Elite is NEMSIS 3.3.4 and 3.4.0 compliant. The State of New Mexico is a current ImageTrend client for ePCR direct entry and as a repository of data. Elite can automatically post ePCR incidents from one site to another site without human touch, based upon predefined criteria the incidents must meet before the incident will post and return information indicating the incident post to the State was successful. ImageTrend is committed to meeting all NEMSIS data version updates, including NEMSIS version 3.5.0 with development already underway.

Elite contains a validation engine that is set up within the user interface and designed to allow administrators of the system the ability to build, edit, and manage active or inactive validation rules. During the implementation phase, the State's required validation rules are imported through Elite's Library (repository of resources where ImageTrend clients have shared their rules, forms, etc. for others to use). Agencies can then build their own rules to require additional data fields to be collected above and beyond state and NEMSIS requirements. For example, validation rules can be built to require fields when certain impressions are selected, or to require signatures to be collected.

Validation rules include logic to look at related field responses to "flag" fields with a red box for field user visual indication of real-time notification for all required fields based on conditions built into each rule. The built-in data validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. Items that require documentation are highlighted in red. Additionally, the user is prompted at the bottom of the form with additional validation information regarding the current validity score. The validation runs "real-time" so that each time the user changes a value, the score is recalculated and any appropriate fields are colored “red" to indicate they need to be filled out correctly.

System administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies those rule(s).

9. HL7: Maintain compatibility with HL7 for EMS and MIH records

ImageTrend's Health Information Hub (HIH) has the ability to securely exchange data using many protocols, including HL7. ImageTrend has completed a number of HL7 interfaces to date using the HIH. ImageTrend would have to work with another vendor to build a SOW to determine if any custom development would be required to complete an interface beyond using HL7 as the language to communicate. Please see our Statement of Work Process included in the Appendix of our proposal.

10. Cardiac Monitors: Create interface with cardiac monitors

Currently, ImageTrend is able to interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. Elite supports EKG data transmission using Bluetooth, cable, or internet, depending upon EKG and device capabilities. Each EKG vendor has software they rely on to transmit the data to the PCR. It is possible to include more than one device's data within a single PCR. As an example, it is possible to have a first responder capture a 12-lead and later capture a 12-lead from an ambulance.

When a new device is introduced to the market, ImageTrend works with hardware manufacturers and our customers to make sure the dataset has a place to document the needed information within our application.

- Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

Data from cardiac monitors can be imported hardwired, Bluetooth or through a cloud integration. The method to move the data is determined by the hardware used by the department and configuration of the EKG monitor. If using and IOS or Android device, the Cloud would be the only way to interface. On Windows devices, any of the listed methodologies will work.

DESIREABLE SPECIFIATIONS

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal for the desirable specifications:

1. Optical character recognition: Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.

ImageTrend acknowledges and complies with this requirement. Driver's license scanning or swiping is supported depending on the hardware device being used. If the user is completing their documentation on an IPad, then the camera can be accessed to become a 2D barcode reader pulling in all data available based upon the state. Hospital barcodes can also be scanned into the ePCR.

2. Location pin: Have the ability to "pin" a location based on the device's geolocation provided (to correct a CAD error, specify a patient or incident location, etc.).

Elite does not currently have the ability to "pin" a location within an incident or incident location to correct a CAD error. CAD latitude and longitude data can be populated in the incident fields. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the ePCR.

If the client is looking for the ability to "pin" a location to compare CAD coordinates provided, ImageTrend would require discovery of the requested work and a mutually agreed upon SOW. Please see our Statement of Work Process included in the Appendix of our proposal.

B. Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data:

1. Data migration: Migrate historical records into new platform:
By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

ImageTrend can support the migration of legacy ePCR incidents into Elite provided the data is presented in a compliant NEMSIS V3 xml format. Elite has a client facing import utility to import legacy fire incident data. Legacy fire incident data must be in the standard NFIRS text file format. Legacy resources can also be imported into Elite to facilitate your site build-out. Your Implementation Coordinator will provide you with our import workbooks for Vehicles, Users, Stations, Facilities, Locations, Occupants and Zones/Districts.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

1. Land Use Software: Create interface with Land Use building permits software for plan review

Elite does not currently have an integration with any Land Use software. Integrations to other systems are always possible as long as all parties are willing to be involved in the process. ImageTrend would recommend further discovery to determine if any additional customization and/or if a SOW for custom development would be needed. Please see our Statement of Work Process included in the Appendix of our proposal.

2. IBC/IFC: Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records

Elite Field Inspections complies with this requirement. The Mobile inspection platform is browser based allowing it to work on Windows, IOS, and Android devices with or without an internet connection. ImageTrend currently has IFC 2015 and IBC 2015 codes available within our solution. Should your department adopt a more recent version of the IFC or IBC codes, we also have available IFC 2018 and IBC 2018. As new codesets become available from the International Code Council, we continue to add code sets within our solution. All codes can be viewed from within the user interface, activated, inactivated or adjusted as needed by clients. There are bulk actions available to enable/disable entire code sets if you chose to adopt a newer or different version.

3. NFPA: Create an interface to quickly access NFPA standards related to IFC and IBC.

ImageTrend has a user interface where violations codes are managed. Users can activate, inactivate or edit any existing violation codes that are implemented within the system. Users may also create custom violation codes if they have certain local ordinances that are not covered in the national standards.

4. Training and Record-Keeping Software: Create interface with training and record-keeping software Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.

Elite has the Activity and Training module, which allows for system administrators, and individuals with permissions, to create and track activity and training initiatives within your organization. These modules leverage the same framework that our ePCR, NFIRS and other modules utilize allowing adding Supplemental Questions, or creating validation rules as needed. The familiar design of the Training and Activities forms provide an easy transition from module to module. All records from the Training and Activities module are held within the context of the specific module as to not co-mingle with other data within the system. All information within these modules are available in our Report Writer solution.

5. Airtraq: Create interface with video laryngoscopy tool (Airtraq). If a vendor does not provide or foresee provision of an API for working with this specific tool and it's data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific event records.

ImageTrend does not currently have an API integration with AirTraq; however, we do have several customers that currently upload video files from AirTraq intubations. ImageTrend supports a wide variety of attachment types including PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. that can be directly attached to the individual PCR. Several customers currently upload AirTraq videos to the application.

6. LifeNet: Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

Elite includes a comprehensive CQI module. Data that is imported from an EKG monitor solution can be viewed within our CQI module limiting the need to access multiple systems. In addition, ImageTrend has built an application through our Elite Desktop client that can open PCO files and view the case file using our Physio-Control Case Viewer.

LOCAL PREFERENCES

ImageTrend does not qualify for local preferences.

OTHER SUPPORTING MATERIAL

ELITE

Elite is a centralized, web-based system that offers fire and pre-hospital emergency data collection, analysis and reporting in one enterprise solution. It supports the identification of evolving problems or successes in emergency health care, fire prevention and fire suppression while simultaneously providing secure access of that information to authorized personnel from anywhere, at any time. The information can be used to set priorities, make plans and ultimately improve public health and safety.

Elite Key Features

- ✓ A centralized, dynamic data warehouse with a scalable, open architecture for ever-changing and growing requirements
- ✓ Full NEMSIS v3 compliancy (for both "Collect Data" and "Send and Receive")
- ✓ Full NFIRS 5.0 compliant reporting
- ✓ Secure multi-tiered access to ensure and respect data privacy to HIPAA and other standards
- ✓ Agency administration from an enterprise level, allowing consistency within data entry and reporting
- ✓ Web-based online incident forms for data entry by all authorized personnel
- ✓ Audit validation to track and record access and changes to all ePCR records
- ✓ A robust internal messaging system to allow for easy and quick QA/QI reviews
- ✓ Report Writer, included, offers more than 160 pre-created reports and easy to use ad hoc reporting with advanced query capabilities
- ✓ Locations / Occupants / Inspections module, which allows for documenting and tracking occupant and inspection data such as pre-plans and violations
- ✓ A data exchange module that can interface with many different formats (including NEMSIS v3, EKG, CAD, billing, scheduling and others)
- ✓ The patient centric Timeline view that allows providers to see vitals and procedures within an encounter as well as historic data from previous encounters for repeat patients. Historical EKG images also can be attached to note relevant differences from the current reading that may indicate a cardiac event.
- ✓ Checklists to perform truck checks, station checks and track daily duties in a checklist format to ensure duties are being performed for a well-prepared crew.
- ✓ Fire CQI to enhance your department's documentation standards and perform continuous quality improvement to provide feedback reports to authors.
- ✓ Optional modules:
    - Investigations module, which allows investigators to document all aspects of a fire-related investigation, including witnesses, evidence grids and weather-related information
    - Inspections Field for inspections without a live internet connection
    - Permits (as an extension of Locations/Occupants/Inspections) for managing a location's permit requests and documentation
    - Web-based Hospital Hub™ for secure, online viewing of incoming patients at the receiving facility
    - Elite Field™ for field reporting, EKG wizard and offline data entry capabilities

- Critical Care with special fields and values related to interfacility and air transport
- Visual Informatics for advanced reporting with data mining techniques
- Continuum for information delivered how and when you want it without building reports
- Community Health for management of patient-centric records in a community paramedicine or mobile integrated healthcare (MIH) program

Elite System Architecture

The overall architectural design of the Elite system is comprised of a scalable database structure that supports full functionality with ease of expansion as requirements grow and change.

The Elite data repository is based upon the NEMSIS v3 and NFIRS 5.0 uniform data sets. In addition to collecting all aspects of NEMSIS v3 (including NOT values, Pertinent Negative values, ICD-10 codes, RxNorm values, GNIS addresses and SnoMed codes), Elite is also capable of collecting custom elements.

Data Repository

The data repository is Microsoft SQL based and designed to support the expanding and dynamic requirements of the EMS and fire communities. These requirements include, but are not limited to, system-wide quality improvements identified through tracking of trends and procedures, benchmarking of specific indicators for compliance and public health issues, and a non-redundant data flow and sharing among concerned agencies from the local to the national level. The NEMSIS v3 data set populates the database hosted at ImageTrend's secure facilities or at the client's hosting facilities. All fields of the data set are available for reporting and exchanging with other agencies and applications.

Data Entry

Electronic data entry, whether via the web or in the field clients supports ease of data collection and ensures non-redundant entries, while being workflow oriented. The data can originate from CAD, transfers and medical devices, or as quick-pick entries in the field (as it happens). This data collection constitutes the incident level and can be posted to the data repository. From here, the data is available for querying, comparing, reporting or sharing.

Security

The multi-tiered security module incorporated into Elite meets HIPAA guidelines and has been reviewed by HIPAA officers of various organizations with a positive outcome. The reporting and auditing functions of the application's procedures allow for complete safeguarding and immediate notifications of any attempted breaches. This provides for data access only through assigned permissions and ensures that only those intended see their data and can access it for reporting.

Scalability

ImageTrend systems are designed with open, scalable architectures and modular functionality. Modules can be added at any time, and if functionality is desired that does not exist, it can be created via custom development. All system additions are designed and tested on development servers to ensure desired functionality and full interfacing with existing functionality. This also provides the client with the ability to

review and perform final acceptance prior to going live. The scalability lets the systems grow as needs, budgets and hardware capabilities allow, delivering continual progression.

Another consideration of scalability is the user and data volumes. ImageTrend systems are designed for high volume and traffic user bases, and there are many examples of each of these types of systems in use today.

This solution provides:

- ✓ Limited information access for personnel in the field to their personal data and the incidents they document
- ✓ The agency/department manager has access to all of the data on all of the incidents that are handled by his or her agency/department
- ✓ The city administrator has access to all of the incidents for his or her city

ImageTrend's familiarity with all sizes of EMS and fire reporting systems is reflected in our diverse list of clients, ranging from agencies with fewer than 200 incidents per year to states with millions of incidents per year.

Compliance with National EMS Database

ImageTrend is NEMSIS compliant – in both Collect Data and Send & Receive - and based upon the most current version of the NEMSIS data set, which is version 3. ImageTrend is committed to supporting the national data set. We understand the importance of a national data set and its positive impact on convenient data exchange and the potential role that EMS data plays in improving health care.

Agency/Department Administration

The agency administrator will have the ability to manage their agency through a series of setup screens and functions. Items such as data validation, closed call rules, dataset manipulation, and Form Manager are centrally administered which offers consistent, easy-to-use incident forms.

Agencies can set up their agency information, including contact information and customized resource lists. The custom defined resource lists allow an agency administrator to set up lists including:

- ✓ Facilities/destinations
- ✓ Station locations
- ✓ Daily roster
- ✓ Alarms
- ✓ Pay rates
- ✓ Agency locations
- ✓ Leave of absence reasons
- ✓ Vehicles
- ✓ Call signs
- ✓ Zones & districts

The user directory allows the department administrators to set up crew members that will have access to the system or that will be available in the list boxes within the incident form allowing for quick selections. This includes auto-populating pay rate and rank to expedite the data entry process.

Validation

Validation rules are set up by the agency administrator and are administered to the agencies and Elite Field users. The built-in data validation includes scoring to ensure data quality. Each field can have its own

value towards the validity score. Items that require further information are highlighted in red and the user is prompted at the middle-bottom of the form about the current validity score and the missing items that require attention. The validation runs "real-time" so that each time the user changes a value, the score is re-calculated and any appropriate fields are colored "red" to indicate they need to be completed or filled out correctly. Elite deploys with all the validation rules to necessary for submitting to NFIRS. Fire rules cannot be edited or inactivated but administrators can create new fire rules.

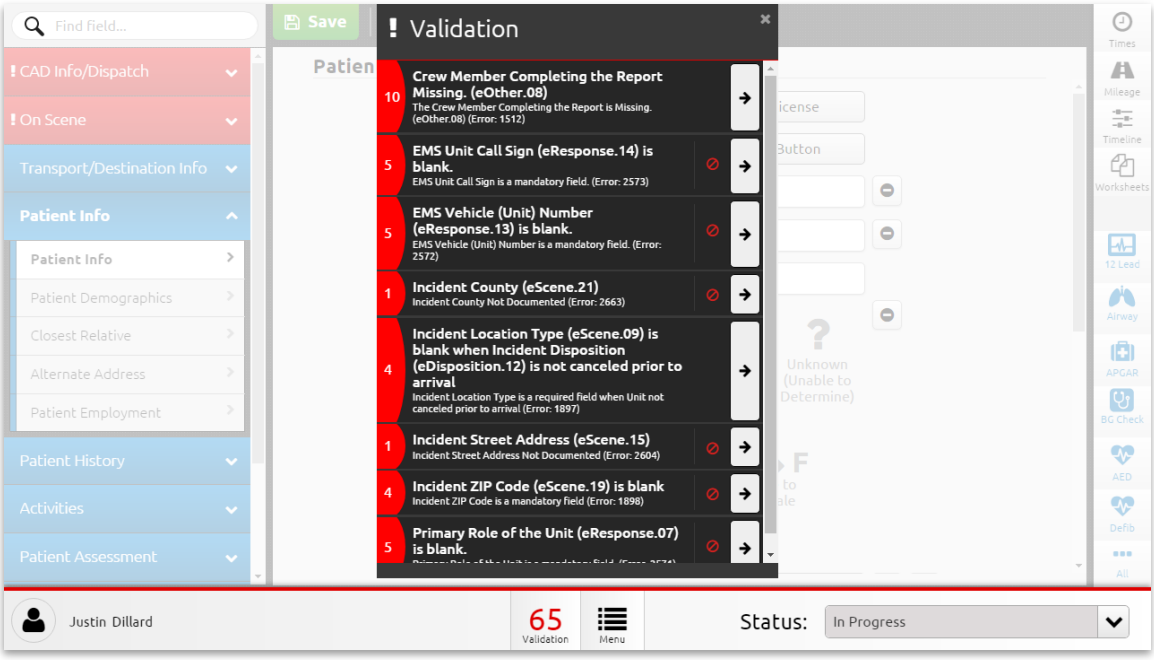


Figure 1. Validation rules with quick links to make corrections on the form.

Closed Call Rules

System administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies the specified rule(s).

Dynamic Power Tools

Dynamic Power Tools™ allow users to group any grid from Medications, Procedures, Vitals, EKG and Assessments to provide documentation for common situations. These dynamic power tools can be named/labeled whatever the administrator would like. The layout of the fields is also completely customizable.

Situation Tools

Situation Tools™ allow users to group any control from Dynamic Power Tools (except fire-only Power Tools) such as Medications, Procedures, Vitals, EKG and Assessments to provide chronological documentation for common situations. These Situation Tools can be named/labeled whatever the administrator would like. The layout of the fields is also completely customizable.

Form Manager

The Form Manager is used to configure the incident form's layout. The Form Manager allows the incident forms to be configured to the exact needs and specifications of the individual agency. Tabs, panels or fields can be moved, added or deleted, creating an incident form to meet the needs of each agency for data reporting. Other configurations include the ability to change labels, inactivate fields, and group fields within a section. There are several other configurations to allow for quicker and easier data entry. Multiple incident templates can be created for different situations - for example, a form for cardiac arrest calls and another for cancelled calls. In addition, default values can be added into most of the fields. Default values are based on template type, so a cancelled call may have different defaults than a scheduled transport.

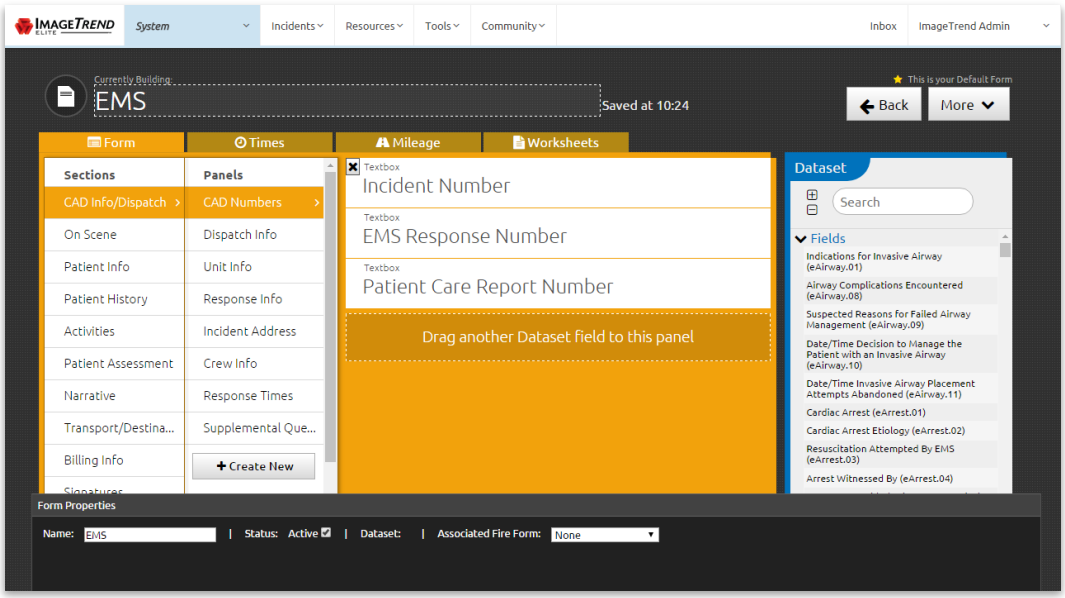


Figure 2. The Form Manager allows the administrator to configure fields on a form or worksheet.

Incident List

The Incident List allows the user to search within any column that is on their Incident List, such as incidents by incident number, response number, date, time and validity (%) and then view them. The specific columns that appear are customizable per user.

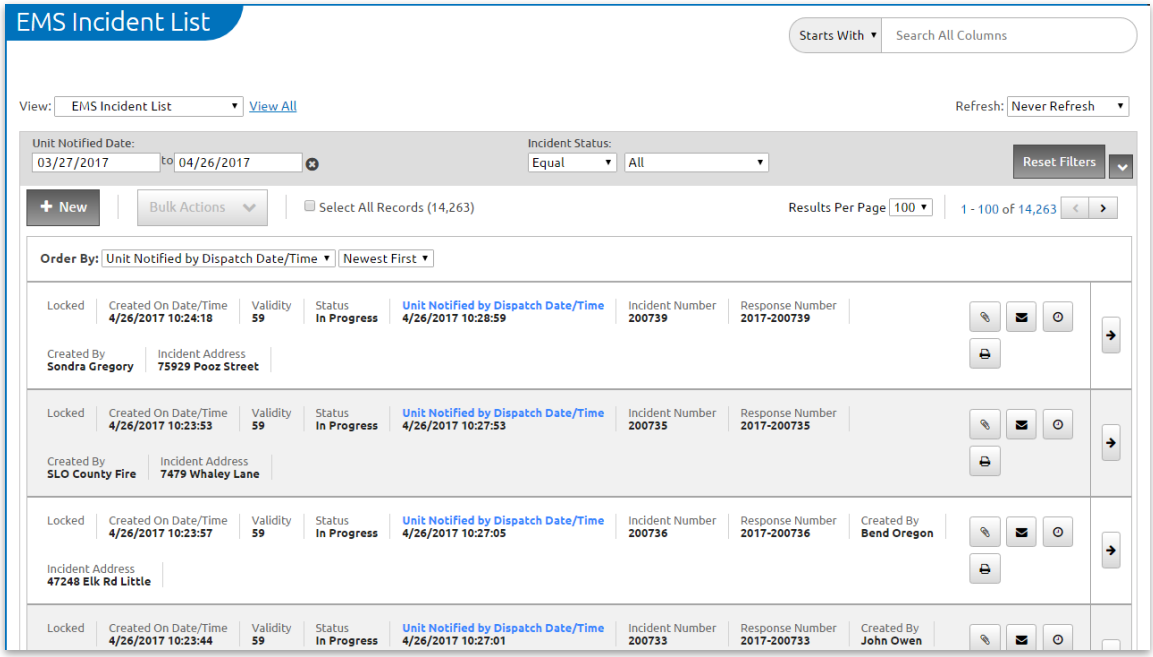


Figure 3. The EMS incident list.

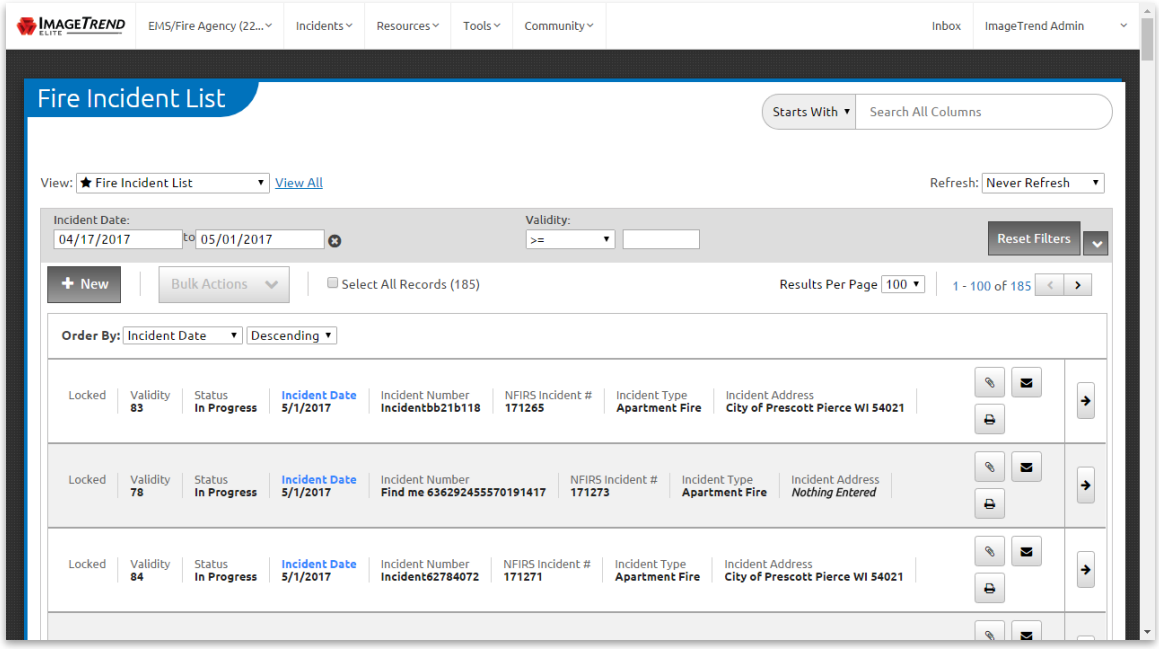


Figure 4. The fire incident list.

User Management

The Users section of each agency allows an agency or system administrator to track and enter many details about the agency and its staff, including:

- ✓ User listing with permissions
- ✓ Individual staff profile

- ✓ Add staff
- ✓ Certification management
- ✓ Employment details (personnel ID, start date, title, etc.)
- ✓ Immunization records

Elite Data Entry

As a web-based application, data is entered via an online form that can be accessed from any internet connection at any time. This form replicates a PCR with all fields for data collection. Many features for simplifying data entry are standard including:

- ✓ Quick-pick lists
- ✓ Checklists
- ✓ Default values
- ✓ Dynamic Power Tools™
- ✓ Situation Tools™
- ✓ Billing information
- ✓ EKG integration
- ✓ Validation rules
- ✓ Electronic signatures
- ✓ Repeat patients
- ✓ Response times

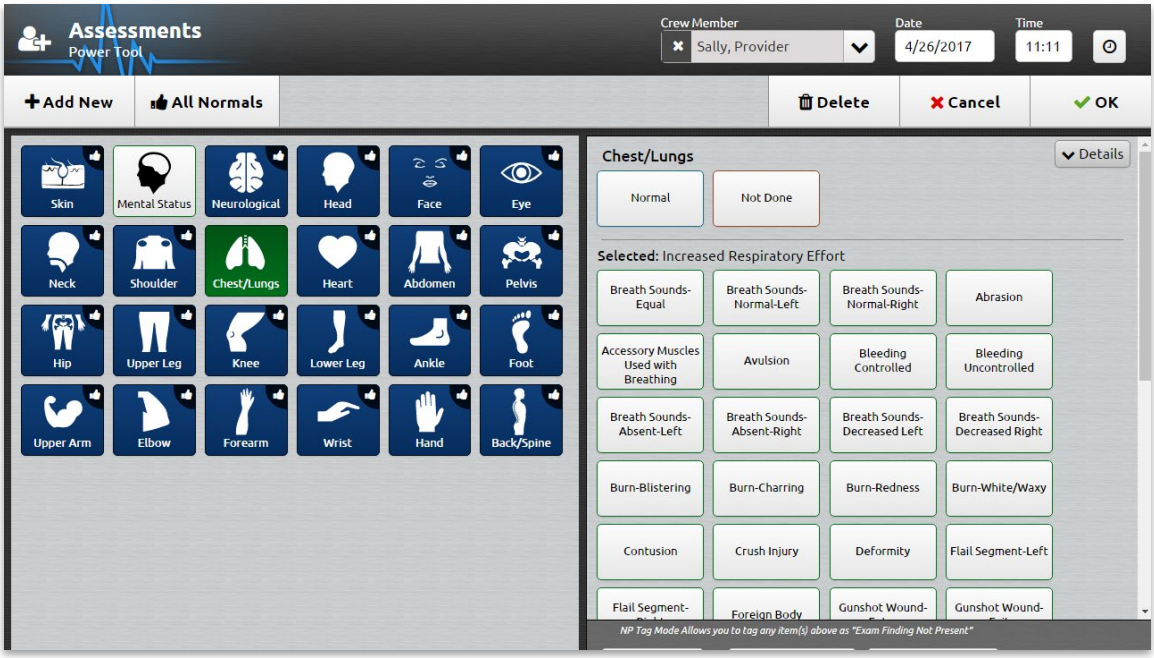


Figure 5. The Assessments Power Tool.

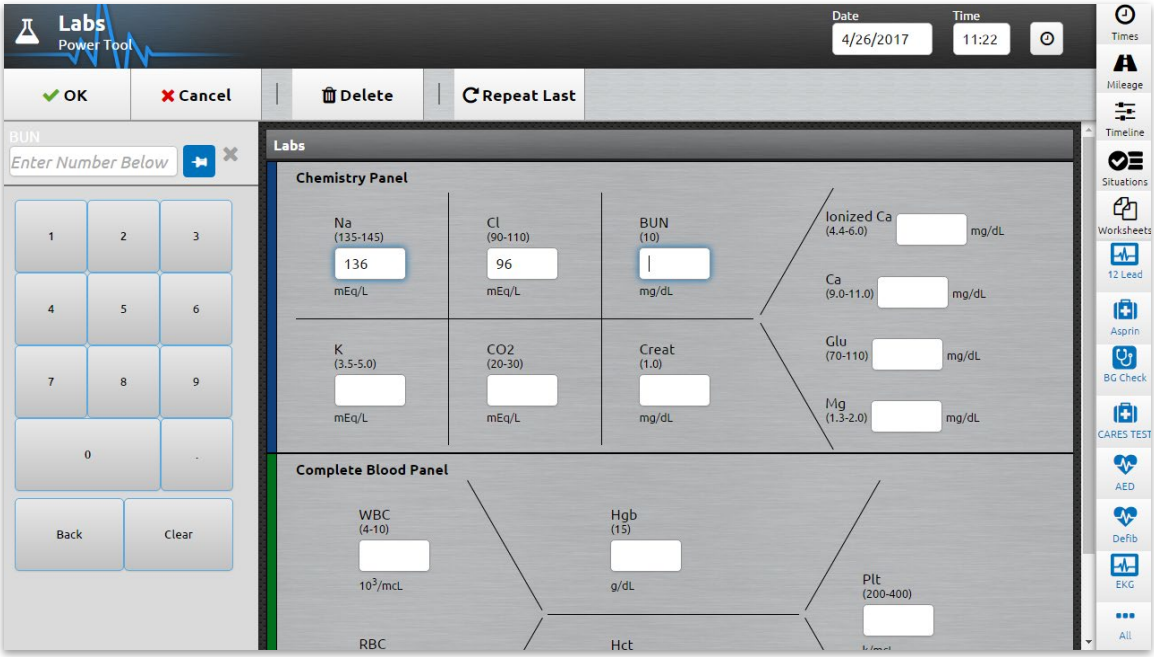


Figure 6. The Labs Power Tool (fishbone).

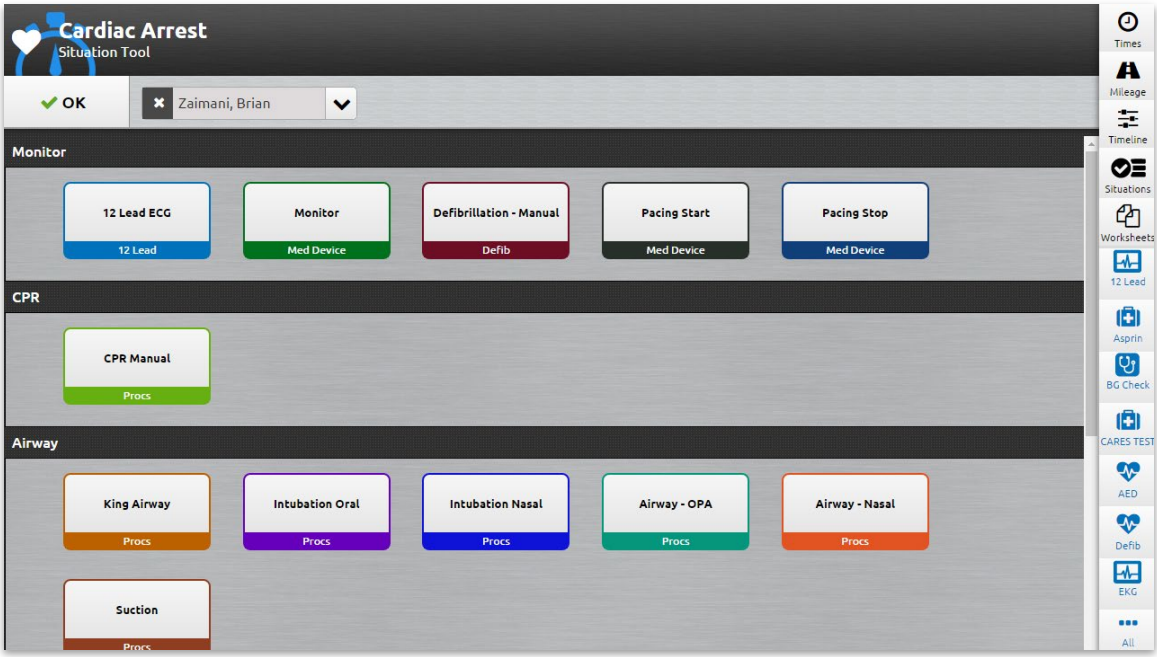


Figure 7. The Cardiac Arrest Situation Tool.

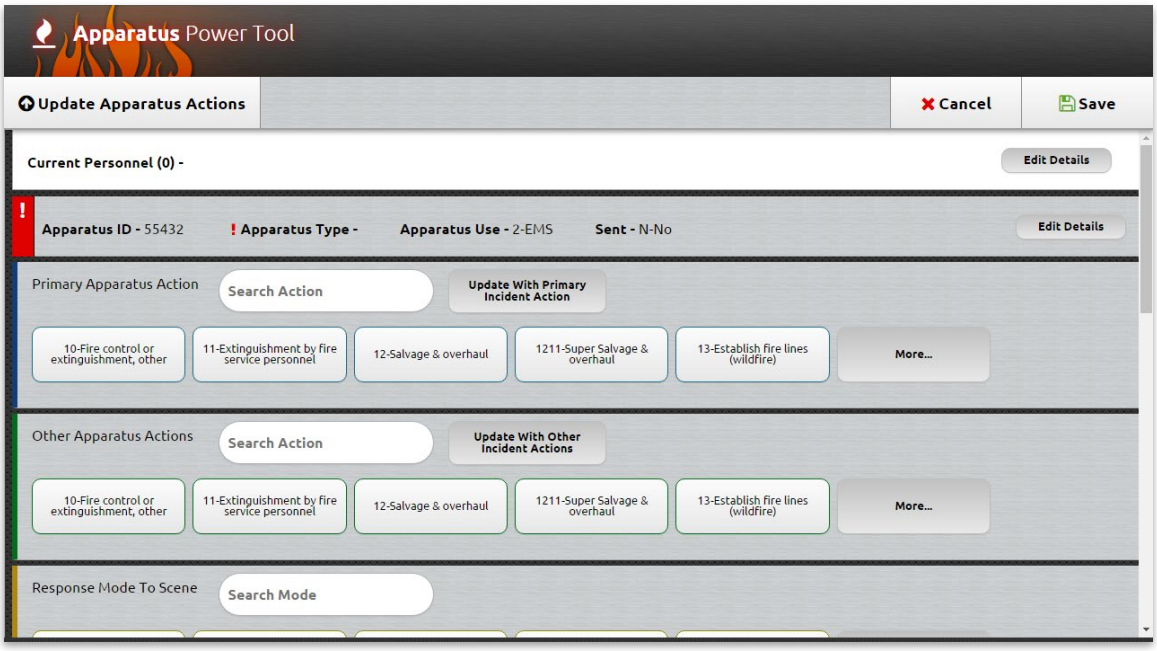


Figure 8. The Fire Apparatus Power Tool™ speeds data entry.

Audit Validation

There are several levels of auditing within Elite. The auditing feature not only tracks and records every access and change to an ePCR field, it ties into the data validation engine which audits each data field to assigned business rules and produces a validation score of completion. All data transfers include validation algorithms to ensure successful data transfer. Additionally, our hosting infrastructure includes several automated monitoring and auditing features to ensure security and quality assurance.

The Elite system also tracks each time a user access an ePCR, prints an ePCR report, or changes a data value within an incident.

Quality Management and Inbox

The QA mechanisms in Elite go beyond validity, and allow agencies and medical directors to track, review and comment on all incidents within their agency. To start, the system contains numerous standard QA reports that allow agencies to review and quickly determine the quality of incident being entered by their emergency technicians. Additionally, each incident can be assigned a status. This list is dynamic, and can be added to or modified at any time. This may include statuses for: In Progress, Completed, Submitted for Review, Needs Review, Reviewed/Sign Off, Billed, etc. Users and billing companies can search and report on status of all incidents.

If an incident is determined to require follow-ups with emergency personnel, the medical director or other agency administrators can record a note with a link to the incident. They can identify to which specific individuals to send the note. Users are automatically notified upon entering the system that they have unread notes. These correspondences are tracked within the system with no limits on the number of notes attached to the incident, for ease of review by the administrator or the medical director. Users with unread notes can reply to these just like email.

All internal notes/messages can be accessed by clicking the "Inbox" after the user is logged into Elite. From within Inbox, you can see your unread messages, read messages, sent messages, and messages flagged with a color-coded category. The user can delete messages, reply to an existing message, or create a new message.

Incidents can be locked from editing to maintain the integrity of incidents that have been submitted or billed. Administrators have the ability to lock or unlock incidents at any time. This can also be set on a schedule. For example, auto-lock incidents upon posting from Elite Field.

The inbox also links to patient outcomes from hospitals. Users can be notified of new outcomes on their Elite Field dashboard. Clinicians can then compare their working impressions, interventions and assessments to patient outcomes.

Data Conversion and Integrations

ImageTrend's goal in any solution is to streamline data flow and maximize data usage. The NEMSIS XML version 3 standard data exchange methodology has been successfully implemented in numerous solutions and with many different vendors. To accomplish this, we have a team that thoroughly investigates the existing data and requirements which then allows them to develop a plan of integration for ongoing data communications between systems or a data conversion plan for those instances when a singular import of existing data into the new database is required. In either of these instances, the file import method, file data type and accurate mapping are the keys to success.

These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance plan will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented.

Every client has a unique set of interfaces that define their system and configuration; therefore, not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare a detailed plan for successful implementation within reasonable timelines.

Cardiac Monitor Integration

ImageTrend currently integrates with ZOLL, Physio and Philips cardiac EKG monitors. The data types that ImageTrend Elite Field currently captures are based on what the manufacturer exports. These include: 12-Lead Analysis, Defibrillation, ETCO2, Heart rate, Invasive blood pressure, Noninvasive blood pressure, Respiratory rate, and SPO2. Each entry is imported and saved as a new entry within the Vitals/Treatments section of the Elite EMS incident, which also appears on the printed report. In addition, the original manufacturer file is dynamically saved as an attachment in the specific incident. This allows the end-user to be able to view six-second waveform strips, as well as related waveforms for each vitals record at any time in the future. This data – when collected within Elite Field – can also be posted up to the Elite data repository.

CAD Integration

- ✓ Dispatches are usually text files that contain full or partial incident information

- ✓ ImageTrend has successfully built an import method for most of the existing CAD vendors
- ✓ CAD data is imported into an ImageTrend database, where it resides and can be downloaded into an Elite incident
- ✓ CAD/Incident reconciliation reports come standard with this integration
- ✓ All CAD data that has been imported into the Elite system is viewable from within the Incidents app menu item

Billing

ImageTrend's software fully supports integration with all billing systems, such as Billing Bridge™, that are ready to accept NEMSIS v3 data. In addition, ImageTrend offers the capability to send data to secure FTP locations.

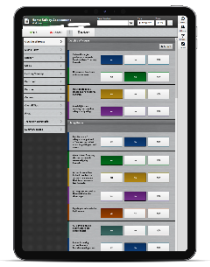
NFIRS Integrations

ImageTrend's systems provide an NFIRS file export of available data for systems to use as a data import. If integration services are required, these are available at time and materials rates and will be offered as a change order scope of work after full discovery as described above. Please see our Statement of Work Process included in the Appendix of our proposal.

COMMUNITY HEALTH

As part of a fully integrated healthcare system, your community paramedicine program will rely on data from various sources to provide a complete picture of the patient's conditions, medications, environmental factors and barriers to care. Elite for integrated healthcare make those connections, including your Elite ePCR data. When you partner with ImageTrend, you will be confident in receiving a solution designed for the needs of your community.

- ✓ Reduce hospital readmissions
- ✓ Manage frequent EMS users
- ✓ Monitor chronic disease
- ✓ Assess alternate destinations
- ✓ Extend primary care access



Connected Data

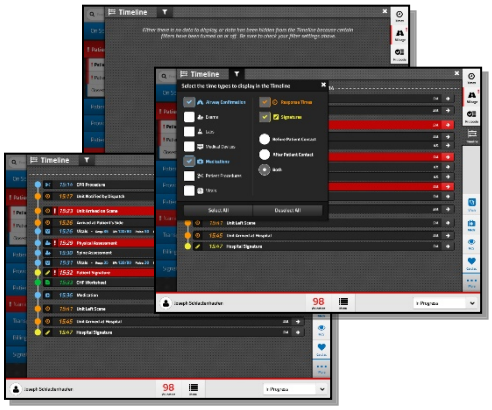
In patient-centric care, outcome and progress data can be measured. The financial savings for the patient, care provider and hospital can be realized and measured in multiple ways from reduced 911 calls and transports to hospital readmission rates.

Outcome Measures

Select what you want to monitor and how often you would like to receive that information. Choose from receiving notifications via text, email and/or view via a dashboard. Continuum access is based on Elite permissions, but allows you to subscribe yourself, as well as other to receive notifications most relevant to their position.

History and Timeline™

Patient-centric healthcare means conditions are monitored over time and often through multiple visits. The Timeline™ feature generates quick graphs of vitals during a visit or across multiple visits to help visualize the current measurements in context. Previous encounters can also be accessed with a click to the most recent PDF visit summary for fast reference.



Community Assessment Tools

Analyzing the needs of your community is the first step when determining your approach to MIH. You have been collecting data for years; now see how it can help you determine top priorities for your programs and who might best be your stakeholders and partners in this venture.

KPI Dashboard

Your key performance measures at a glance. At a moment's notice you have the updated information to inform your stakeholders and evaluate how best to improve your program.

Enterprise-ready Capabilities

One of the key reasons Elite can do so much is because of its extended enterprise capabilities.

- ✓ Scalable from smaller agencies with 200 incidents/year to a large statewide system
- ✓ Configurable access and security utilizing permission groups
- ✓ Tiered administration and reporting optimized for your organizational structure
  - Statewide
  - Regional or district
  - Countywide
  - Cooperative
  - Custom groupings of more than one agency or department
- ✓ Users associated with multiple agencies can belong to a different permission group for each
- ✓ System configurable and service configurable setting

INVESTIGATIONS

ImageTrend Elite is a centralized, web-based system that offers fire data collection, analysis and reporting in one enterprise solution. The Fire Investigations module enables investigators to document the fire scene and generate electronic reports anytime and anywhere using an internet connection. It was architected as a statewide system that supports multiple concurrent users with tiered permission groups.

Elite Fire Investigations Key Features

- ✓ Based on NFPA 921 Standard: Guide for Fire & Explosion Investigations
- ✓ Runs on laptops and tablets, including Windows 10, Android and Apple iOS
- ✓ Secure multi-tiered access to ensure and respect data privacy
- ✓ Allows any kind of property to be documented in an investigation
- ✓ Stores attachments including images and documents with ability to identify as confidential or public
- ✓ Highly configurable, web-based online fire investigation forms for documentation by all authorized personnel
- ✓ Report Writer, which offers easy to use ad hoc reporting with advanced query capabilities

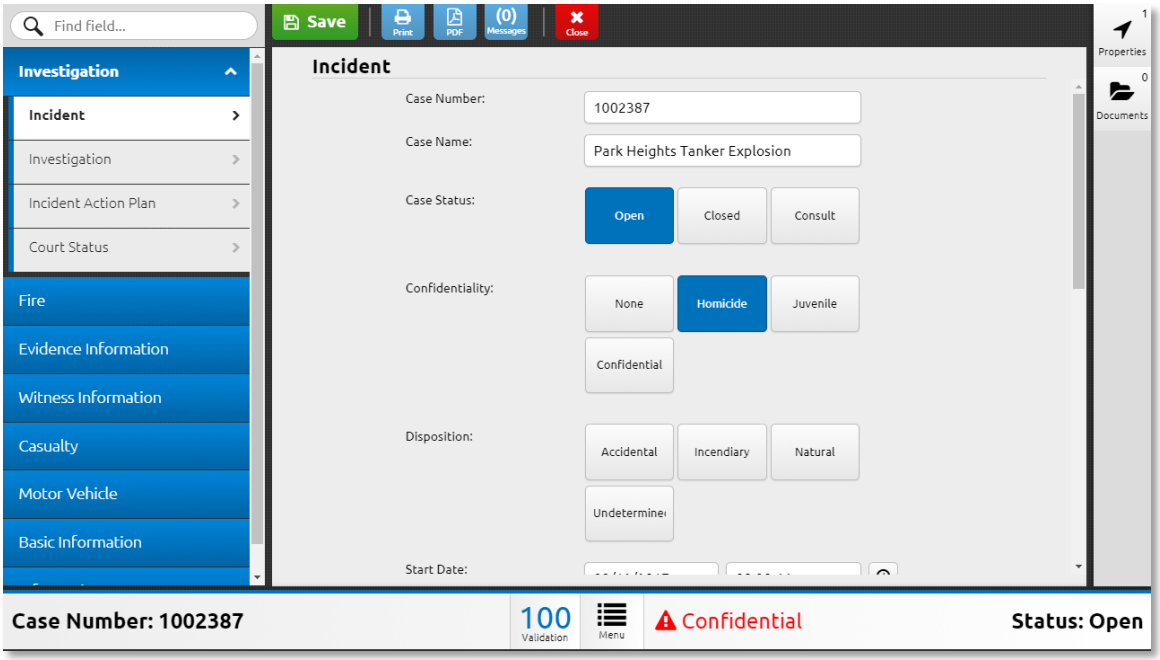


Figure 9. The Incident form of fire investigations has touch-friendly controls.

Scalability

ImageTrend systems are designed with open, scalable architectures and modular functionality. Modules can be added at any time, and if functionality is desired that does not exist, it can be designed as a module. All system additions are designed and tested on development servers to ensure desired functionality and full functional interfacing with existing functionality. This also provides the client with the ability to review and perform final acceptance prior to going live. The scalability lets the systems grow as needs, budgets and hardware capabilities allow, delivering continual progression. ImageTrend has

developed all of their own software in-house and has extensive experience in custom development to meet individual needs of clients.

Another consideration of scalability is the user and data volumes. ImageTrend systems are designed for high volume and traffic user bases, and there are many examples of each of these types of systems in use today. ImageTrend's familiarity with all sizes of reporting systems is reflected in our diverse list of clients, ranging from departments with a few hundred incidents per year to statewide systems.

Fire Investigation Property Use

Fire Investigations has a multitude of options for property use, including:

- ✓ Single Family Homes
- ✓ Multifamily Housing
- ✓ Strip Malls
- ✓ Office Buildings
- ✓ Retail Structures
- ✓ Warehouses
- ✓ Industrial Facilities
- ✓ Passenger Vehicles
- ✓ Industrial and Commercial Vehicles

Validation

The Validation rules are set up by the administrator to determine suitable data values and fields that require input for completion of a report. The built-in Data Validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. On forms, items that require further information are highlighted in red and the user is prompted at the middle-bottom of the form about the current validity score and the missing items that require attention. The validation runs "real-time" so that each time the user changes a value, the score is re-calculated and any appropriate fields are colored "red" to indicate they need to be filled out correctly.

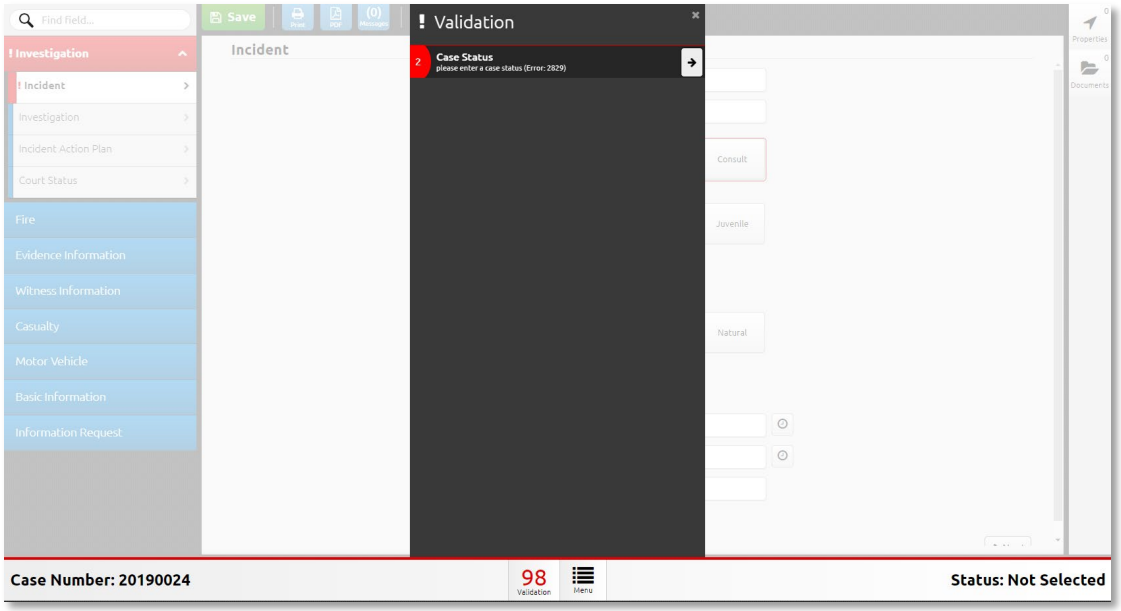


Figure 10. Validation rules with quick links to make corrections on the form.

Form Manager

The Form Manager is used to configure the investigation form layout. The Form Manager allows the forms to be configured to the exact needs and specifications of the client. Tabs, panels or fields can be moved, added or deleted, creating an incident form to meet the needs of each department for data reporting. Other configurations include the ability to change labels, inactivate fields, and group fields within a section. In addition, default values can be added into most of the fields, based on template type.

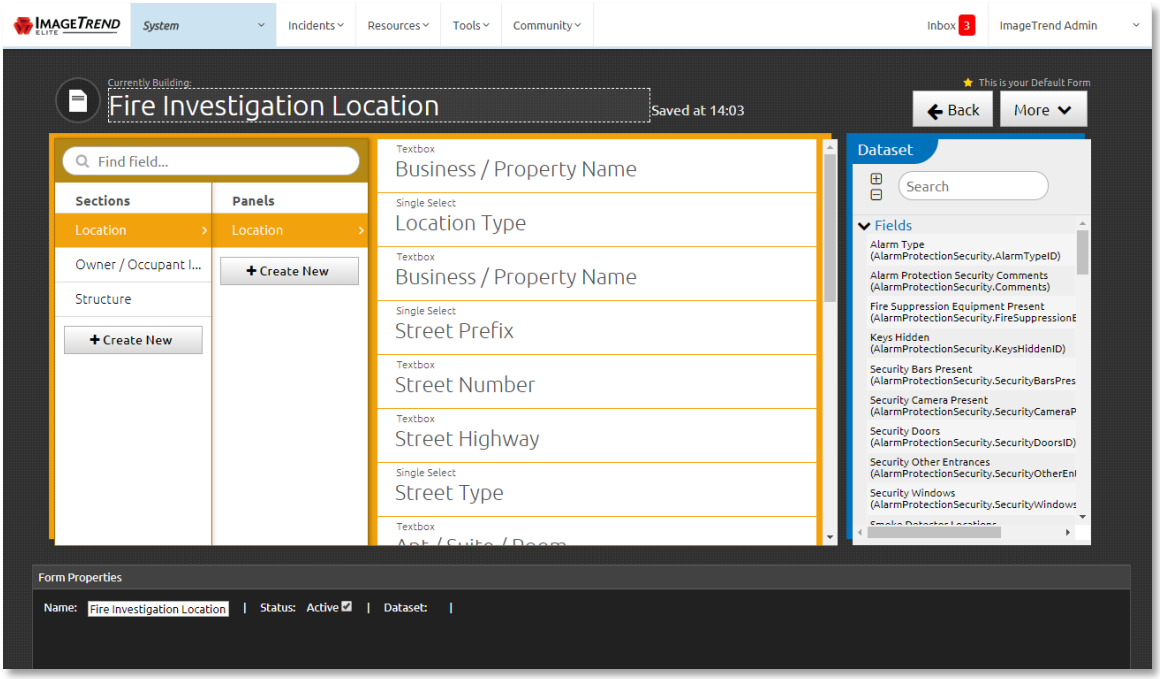


Figure 11. The Form Manager allows the administrator to configure fields on a form or worksheet.

User Management

The Users section of each department allows a department or state administrator to view and enter many details about the department and its staff, including:

- ✓ User listing with permissions
- ✓ Individual staff profile
- ✓ Add staff
- ✓ Certification management
- ✓ Employment details (personnel ID, start date, title, etc.)
- ✓ Immunization records

Elite Fire Data Entry

As a Web-based application, data is entered via an online form that can be accessed from any internet connection at any time. Many features for simplifying data entry are standard including:

- ✓ Quick-pick lists
- ✓ Default Values
- ✓ Validation Rules

HOSPITAL HUB

Hospital Hub streamlines communication between EMS providers in the field and medical staff in hospitals. Hospitals can prepare for incoming patients while EMS services receive outcome data. Hospital Hub can be set up to alert the hospital when EMS has entered a new patient that is being transported to their hospital. The alert will show a message on the screen in the hospital with a snapshot of information from EMS and can provide an audible alert. Hospital Hub can be paired with HIH to make easy and reliable data sharing between hospitals and EMS a reality.

Key Features

- ✓ Increase hospital readiness with early access to the ePCR for arriving patients
- ✓ Hospitals can view inbound patients from multiple services simultaneously
- ✓ Link ePCR reports from transfers
- ✓ Hospitals can enter outcome data for EMS services

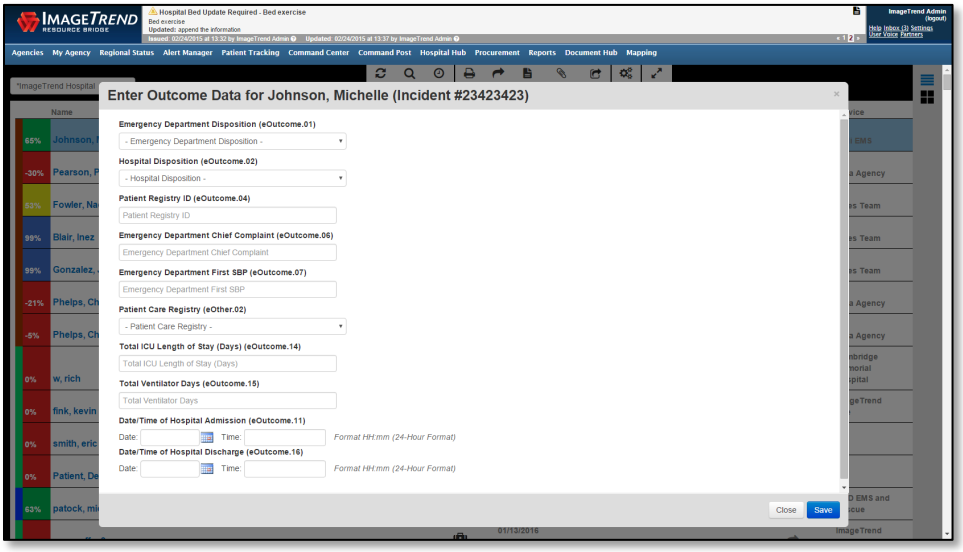


Figure 12. Entering outcome data.

Automated Communication

- ✓ Information recorded in the field automatically communicates to Hospital Hub
- ✓ Hospital Hub displays incoming patient information
- ✓ Displayed information includes condition, assessments, history, procedures and medications
- ✓ Quick display view available for emergency departments
- ✓ Increase the amount of time medical staff will have to respond and provide optimal care

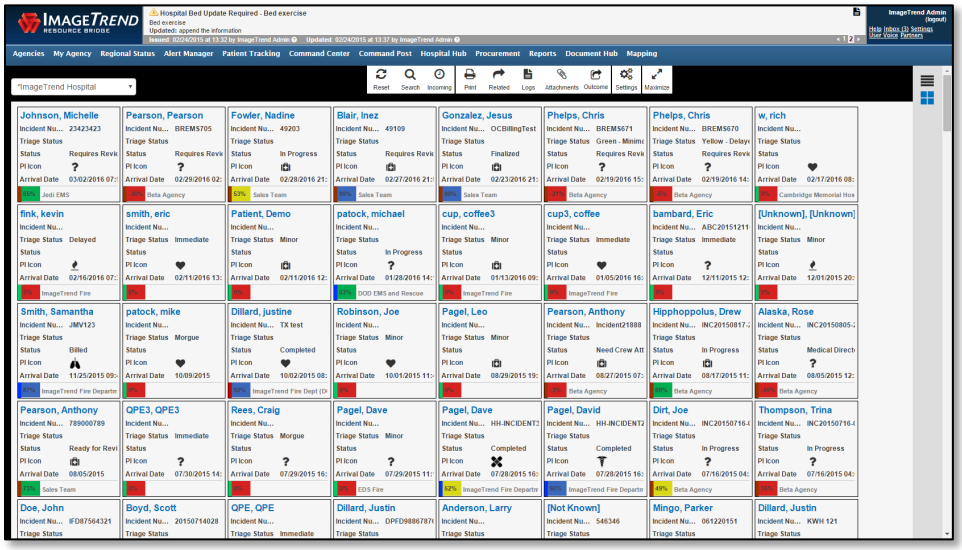


Figure 13. Hospital Hub dashboard.

Easy Data Portability

Hospital Hub is based on centralized data repositories used by many regional and statewide clients to ensure near real-time communications with the highest level of data quality. A complete ePCR is available to attach to patient records in the hospital to save time and reduce work.

Advance Notification

Hospital Hub offers an up-to-the minute electronic arrival board providing a large screen view in the emergency department displaying pending arrivals and conditions. This revolutionary technology allows hospital staff to know which patients are en route and allows time to prepare space and treatment. The incoming view can be configured to alert the hospital of new patients en route to their hospital with a popup message and an audible alert. In the case of major trauma or mass casualty incidents, additional doctors and staff can be called in before patients arrive at the hospital.

IMAGETREND VAULT™

ImageTrend Vault™ is an archival solution for protecting historical NEMSIS v2 patient care data. Vault is a secure and scalable solution, limiting risk and potential data exposure while providing the ability to access when needed.

Securely Retrieve Data Fast

Vault provides a modernized approach to security and data management by limiting archive access to only authorized users. Those users have the ability to perform record searches in Vault to retrieve, view and print individual care reports and attachments. All of the actions are fully logged and auditable for enhanced security.

Reduce Liability

Vault allows you to responsibly store and access your EMS NEMSIS v2 data while limiting risk. Online, permission based access for only those that require it, as well as automatic logging of their actions, provides the extra layer of security you need.

Fulfill Archival Needs

ImageTrend Vault has the features to meet your needs and state requirements.

Store: NEMSIS v2 report data from XML imports. When importing from an ImageTrend system, custom fields and associated attachments are also stored.

Secure: Includes secure online access using two-factor authentication, with full audited access logging with a time/date stamp.

Search: Search for individual records by agency, patient name, incident or response numbers, or date range to view and print as needed.

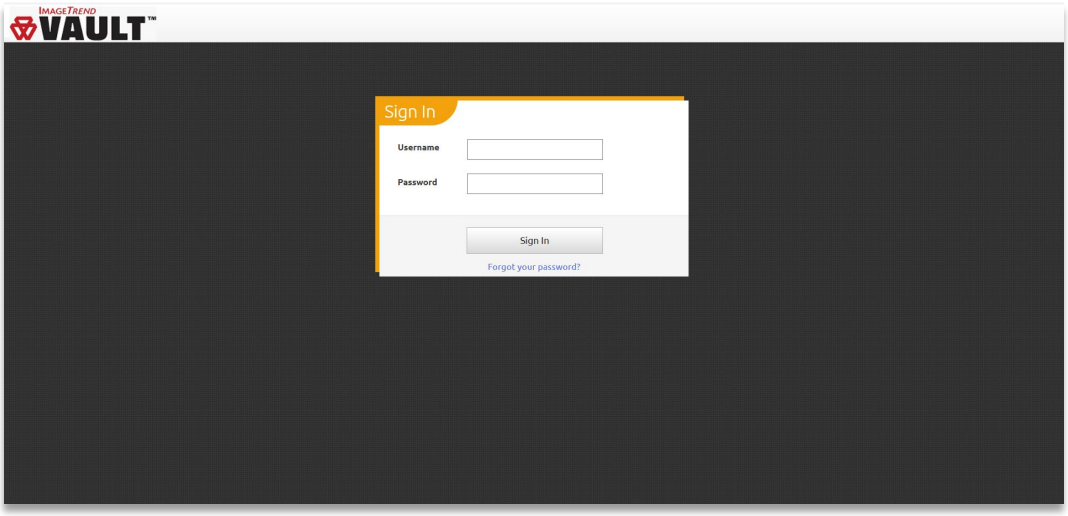


Figure 14. Above is an example of the login screen.

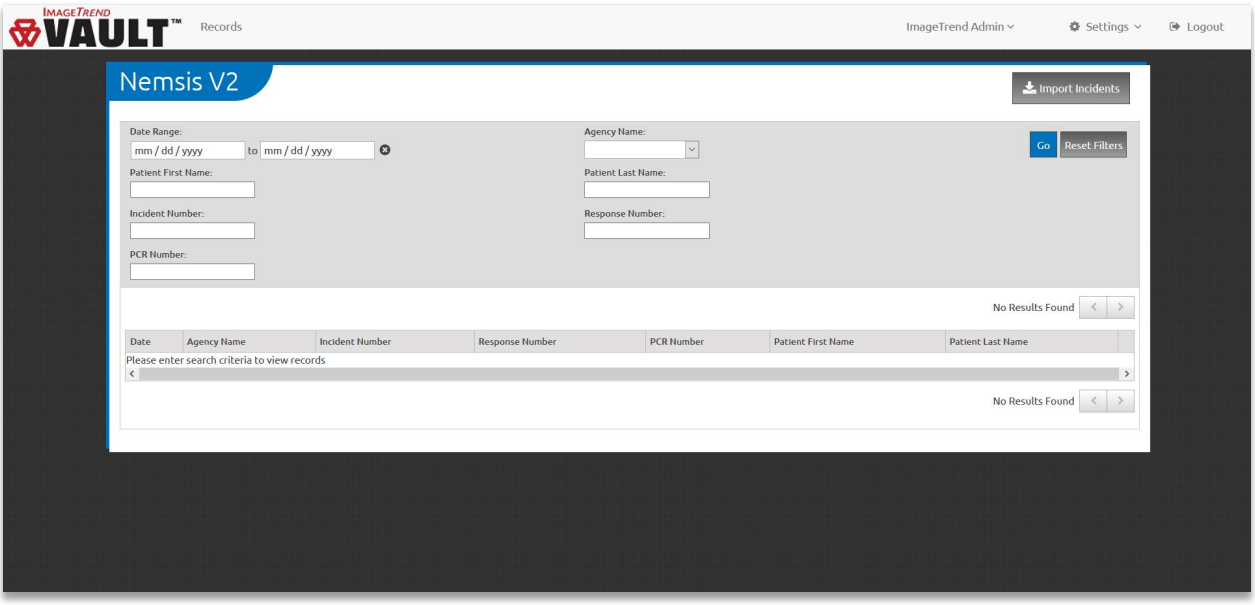


Figure 15. Records list without records.

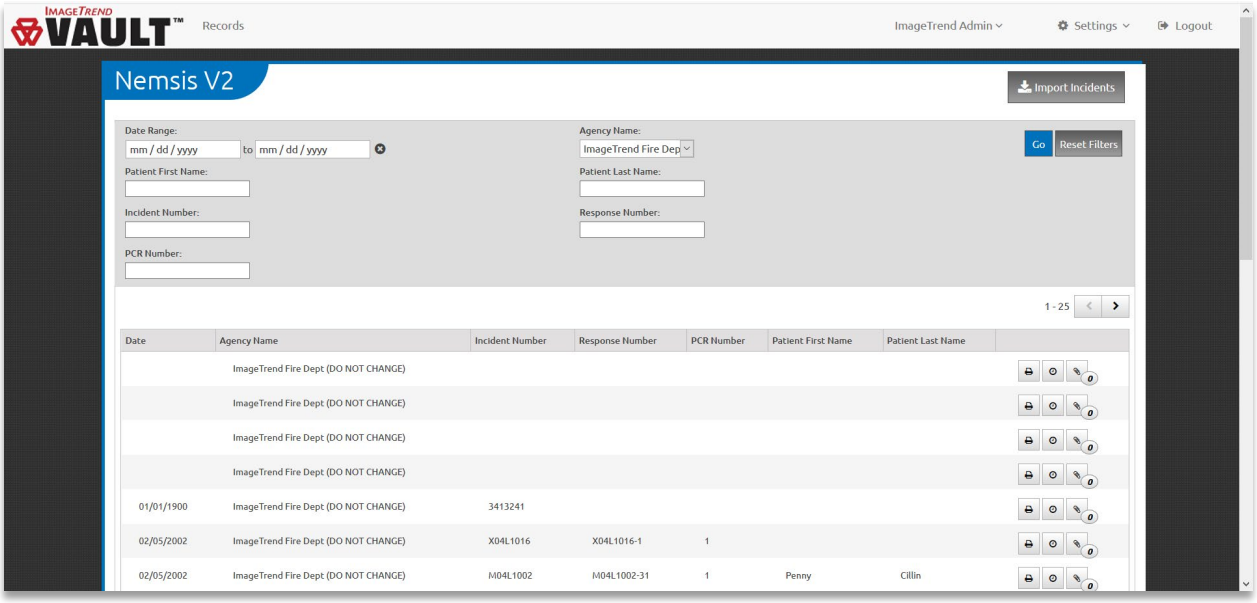


Figure 16. Login screen with records.

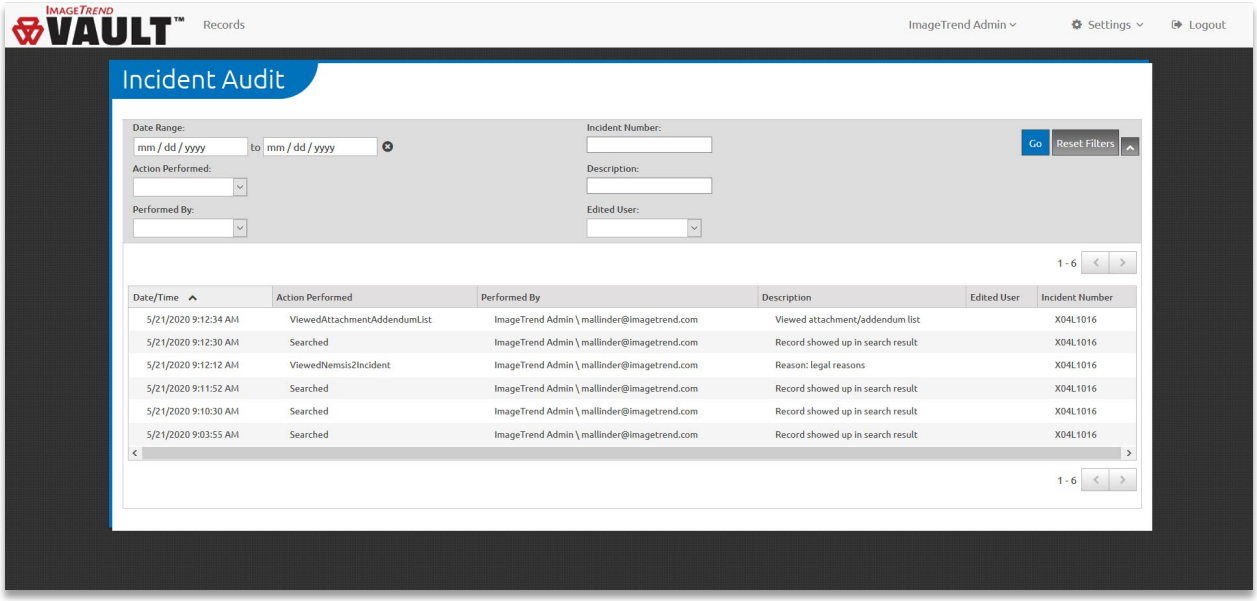


Figure 17. Incident audit page.

CONTINUUM

Harnessing the Power of Data

Continuum delivers the near real-time awareness and actionable insight to make informed decisions, improve patient care and impact operations. Make sure your medical director, chief, providers, data managers, stakeholders and even your community are well informed by making sure the data you collect is used to its fullest. Choose to have your data automatically delivered via text or email alerts, summary reports or dynamic dashboards.

Organized by Topics Important to you

Continuum focuses on multiple datasets such as EMS, fire, registries, dispatch, certifications, hospitals and outcomes. The end result? Easily accessible information that can help you turn your data into wisdom, make efficient informed decisions, impact operations and improve patient care.

Continuum Domains

Continuum Domains consist of topical content and are displayed as dashboards to provide instant visual insight that allows you to be well informed driving your organization to enhance patient care, outcomes and improve operational needs. Each dashboard has filtering capabilities such as timeframe, agency/department, and a variety of other criteria that allows your organization to adjust the Domain to meet your needs.

The mapping feature allows incidents to be displayed as pins or heat maps, with zoom control. Incident data can be displayed with map layers (hospitals, schools, airports, landmarks etc.) and has the ability to accept external data sources of your choosing (response zones/districts, stations, hydrants, etc.).

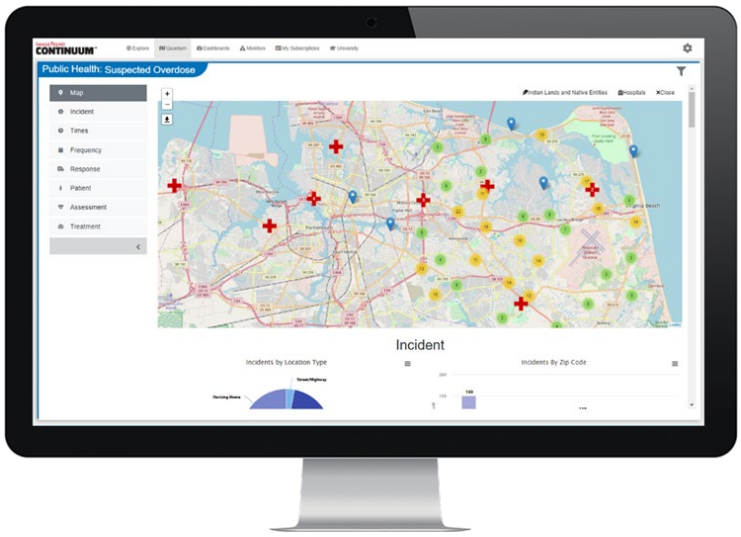


Figure 18. Example incident pin map dashboard: Suspected Overdose.

Continuum Monitors

The Monitors in Continuum analyze and track trends to provide near real time alerts and insight to clinical or operational metrics of your choosing. You can choose from our library of ImageTrend created monitors or create your own. Continuum Monitors are more than just alerts; they provide the ability for user defined notifications. Notifications can be based off a specific event (treatment, procedure, fire incident location etc.) or a threshold. You determine who will receive the alert, the frequency (near real-time or scheduled), what information is displayed in either email or SMS text message and what attachments will be included (graphics, tabular views, links to the incident record).

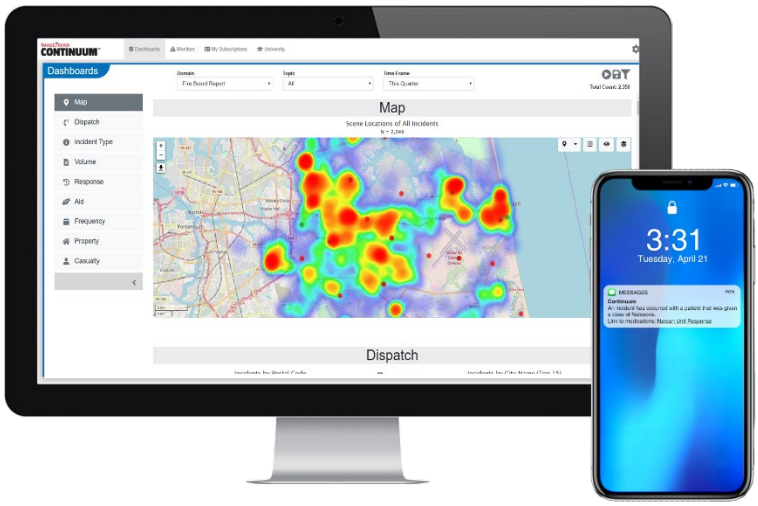


Figure 19. Receive alerts and notifications, view dashboard from a desktop and phone.

Performance Insights

Performance Insights within Continuum is a ground-breaking module that delivers provider and organization level situational awareness through industry trends, clinical and operational metrics, incident specific detail and patient interactions. Simply put, it's a report card, but it offers more value with near real-time insights that allows proactive continuous performance improvement.

Playlists

Continuum exclusively offers you the ability to create playlists featuring charts and/or maps from a variety of different domains to be shared both internally and/or publically for your community. All maps, charts and playlists have the ability to be embedded into an intranet or internet environment that automatically updates at time intervals that you choose.

Optional Services

Custom Continuum dashboards are also available through our Clinical Services Team, including the integration of third party data. Clinical Program Evaluation, research, analysis and interpretation is available with our Clinical Research Services team.

Predefined Analytics

Continuum helps you accomplish more without taking your limited time building reports. It provides both predefined analytics based on established best practices and the ability to tailor to each department's needs. Don't wait anymore for the information you need to make the impact you desire. Enjoy one connected solution with ImageTrend.

SLATE

ImageTrend Slate™ is a standalone operations management solution with the first-released module for scheduling with certification tracking. Engineered for flexibility, multiple schedule types and sub-groups can be utilized in a single solution with workflows that are defined by your department. With Slate, you get unlimited time off requests, shift trades, work requirements, seniority lists and fill rules. It is an ImageTrend-hosted solution that connects with the Aware app for end users to view and manage their own schedules, and can either integrate with ImageTrend Elite or work independently.

Key Features

- ✓ Powerful, flexible scheduling that accommodates different labor group workflows simultaneously in the same system
- ✓ Built-in Artificial Intelligence makes suggestions for schedule modifications to ensure full coverage of properly credentialed crew
- ✓ Multiple schedule types: rotational (aka firefighter schedule), fixed and flex (weekly differential)
- ✓ Unlimited, department-defined workflows
- ✓ Unlimited scheduling transactions time off requests
- ✓ Unlimited Shift Trades
- ✓ Unlimited work requirements and conditions
- ✓ Unlimited seniority lists
- ✓ Unlimited fill rules
- ✓ Divisions/sub-groups of personnel for easier management of employees
- ✓ Advanced certification tracking with notifications
- ✓ Position templates to easily track certifications/licenses and rapid association of new or promoted personnel for a role

Scheduler Module

Starting with a comprehensive scheduler, Slate allows administrators to group personnel into "Divisions" to make it easier to assign specific conditions to those groups. Unlimited divisions can be created, and personnel can work in multiple divisions. There are unique rosters for each division. Specific conditions can be applied to each group including:

- ✓ Fill rules, such as labor group requirements
- ✓ Certifications

- Can be assigned within positions and include driver's license requirements and specific certifications

✓ Positions
- Can be assigned by type, status and division.

✓ Deployment locations
- Stores physical address, location contact, access and parking information, and deployment location notes. This can be displayed in shift details to assist scheduled personnel.

✓ Resource types and templates
- Eliminates redundancy of creating the same type of unit and staffing positions multiple times for each roster

An example Division configuration might include the below divisions in a fire department or EMS agency. However, this is just one example and the number and types of divisions are unlimited and can be added as needed.

✓ Dispatch
✓ IFT (Transfers)
✓ Administrative
✓ Fleet/Maintenance
✓ 911 response

Shift Patterns

Rotational

Often used in fire departments, rotational patterns are typically 3 shift rotations that are not specific to day of month or week. Working shifts are usually 24, 48 or 96 hours but are flexible for other rotations.

Flex

With flex shifts, specific days of the week can be assigned to a pattern – typically a two week pattern, but can vary by employer.

Fixed

Working days are predetermined by day of the week. Hours are assigned within the roster.

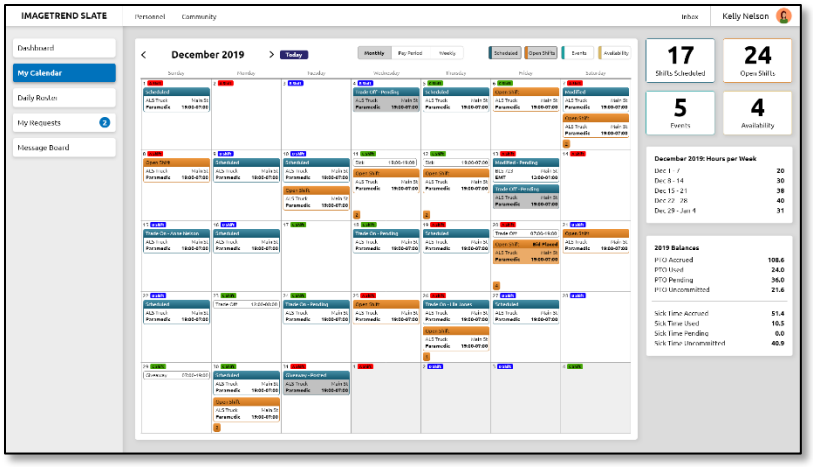


Figure 20. The personnel view of the calendar view within Slate includes color coding and can be filtered.

Integrations

ImageTrend Slate seamlessly integrates with other ImageTrend solutions including:

- ✓ Elite
- ✓ Aware
- ✓ License Management System

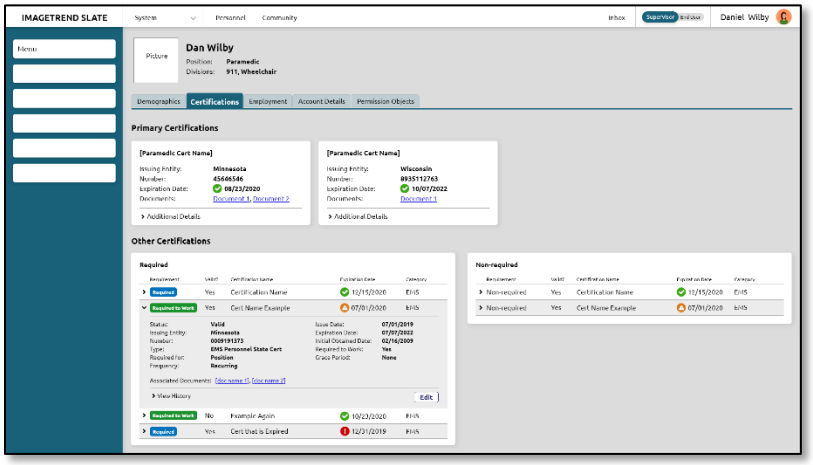


Figure 21. Certification Tracking within Slate.

Resource Templates

Resource templates make short work of which type of personnel are assigned to a resource, such as a vehicle. When building a unit template, a position can be required for a unit to operate, such as an operator or a specialist. A minimum number of positions of various types can be required for a unit as well.

Resource Creator

New units can be created manually or, when integrated with Elite, can be looked up from Elite and synced down to save time. Unit names can be re-labeled in scheduler to something other than the CAD call sign, such as changing “ENG1” in Elite to “Engine #1” in the schedule. Ad hoc units are added to the daily roster so they do not have to be added from the main roster building process.

Roster Builder

Rosters can be grouped (such as a region) and then associated to deployment locations and unit resources. Shifts can then be added to a roster and shift patterns selected. When adding fixed shift times, you can choose 24 hour/military or 12 hour/standard clock and only need to enter the duration of the shift and start time. Shift end time is automatically calculated based on the duration of the shift.

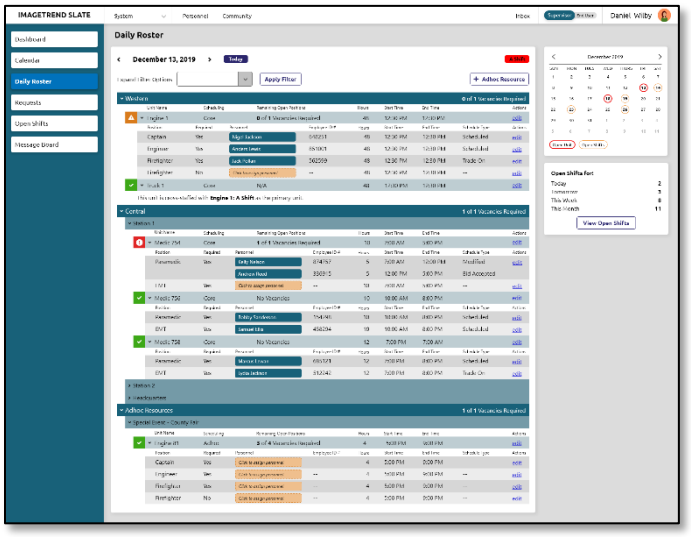


Figure 22. The Daily Roster within Slate.

Manage Roster and Daily Roster

The Manage Roster populates the daily roster and is where full time personnel are assigned to their shifts for the duration of the roster. You can also remove personnel from a shift for long term events such as termination, promotions or leaves of absence. Drag and drop operations make it simple to move around resources and personnel, and built-in logic prevents assignment of ineligible personnel to a vacancy.

The Daily Roster allows you to manage personnel on the short term, including time off and trades. You can also add ad hoc resources for short term use, such as a strike team in emergency response.

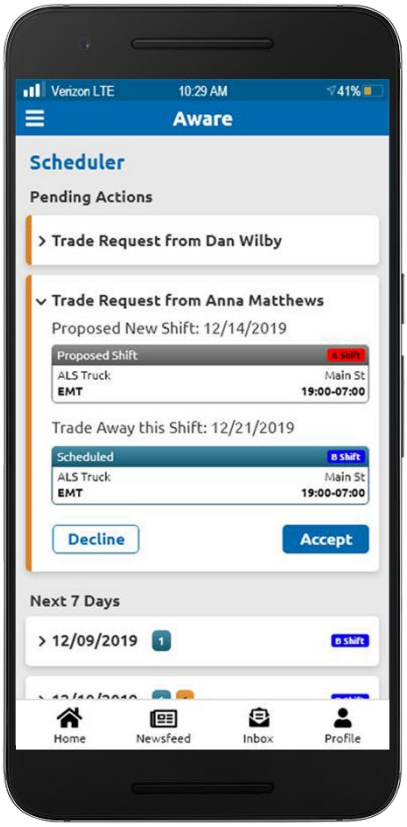


Figure 23. ImageTrend Slate schedule module viewed within Aware.

End users can see calendar view of their schedule. If they are in multiple divisions, this will still appear in one place. The view can be changed for monthly, pay period or weekly view. The daily view will show all open shifts and the end user can add availability for a shift. Clicking on an event will allow the end user to do a trade, giveaway or request time off. With trades, both members of the trade have to complete the trade and approve to ensure confirmation. Administrators can set trades for auto approve if desired.

With ImageTrend Aware, a mobile application that is included with Slate, end users can also manage and view their schedules through their mobile phones.

AWARE

ImageTrend Aware is a free mobile app designed for all ImageTrend users – not just administrators. It brings together vital information specific to the user from the ImageTrend solution(s) they use, allowing the user to always stay abreast of relevant information. For the first time ever, users can access data from all ImageTrend solutions used at organizations they are associated with in one single mobile application.

Aware is not a mobile ePCR solution, but a hub to access the information most relevant and important to the user. Aware is available as a free download from the Apple App Store for iOS devices and from Google Play for Android devices. Access is included with all signed ImageTrend solution contracts.

Figure 24. Example home screen.

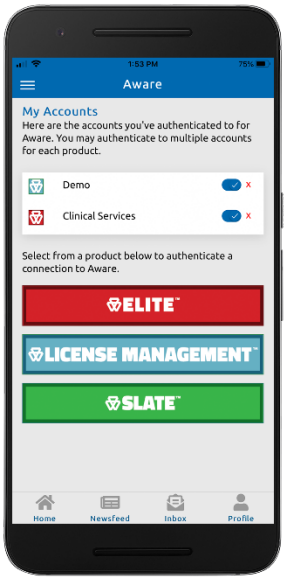


Figure 25. Example of associating user accounts.

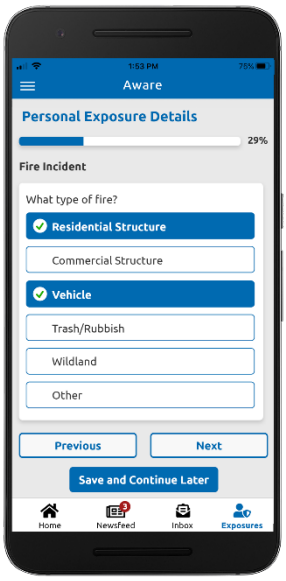


Figure 26. Example of documenting exposures.

Documenting Personal Exposures

Aware gives users the ability to track personal exposures throughout their career, from agency to agency and into retirement, and export exposures regardless of whether or not they use ImageTrend solutions. In the past, documenting personal exposures has been complex, time intensive and not a user-friendly experience. ImageTrend has re-imagined the process to streamline how efficiently this process can be completed.

ImageTrend Solution Integrations

ImageTrend Elite

Users with active ImageTrend Elite accounts can associate their Elite account with Aware once an administrator as turned on access to Aware within Elite. With this association, users can view all active incidents occurring within the communities they serve, including incident details, assigned apparatus or vehicles and their response status, along with turn-by-turn directions to the scene. Users can also receive notifications and manage inbox messages, all within Aware.

Live Time Incidents

Live Time Incidents is a continuously updating list of all the active EMS and fire incidents from providers' agencies for the last 24 hours. Aware pulls incident data from an agency's CAD feed and refreshes every minute for providers to have access to the latest CAD information. Inside each incident are the incident's basic details: time of call, incident number, status, incident location, dispatch reason and responding units and their statuses. A Directions button next to the incident's location uses the phone's native navigation app to display navigation directions to the location.

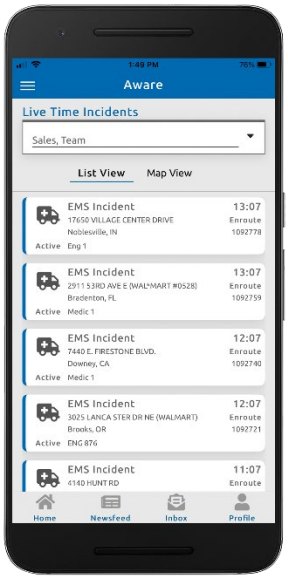


Figure 27. Example live time incident list.

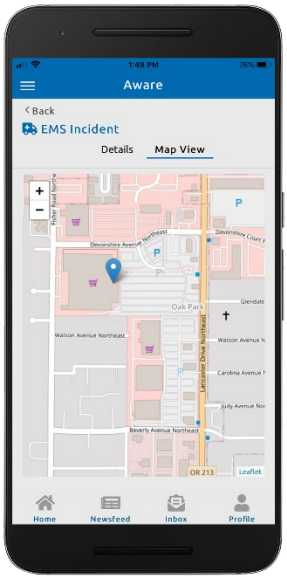


Figure 28. Example turn-by-turn directions.

Newsfeed

Newsfeed shows a user's Elite announcements for them to stay-up-to date on agency information. The Newsfeed also includes ImageTrend specific information, such as release notes and upcoming maintenance, webinars, trainings, etc. Notifications display two icons; the first identifies the notification from the solution, the second is the notification's icon, such as a star or briefcase to indicate what is in the message's content.

Inbox

Inbox displays a read-only version of a user's Inbox messages from Elite. When a user reads a message, a timestamp is added to the sender's message's details, this allows the sender to know a message was read. Like other messages in Elite, new messages display with a bold header and expanded, and if the message is important, the header is red. Inbox in Aware has similar functionality to the Inbox in Elite as messages can be sent to individuals or to an entire permission group. Read messages automatically show as collapsed to make it easy to see the new messages. Unlike Elite, you cannot view all the messages associated to the original sent message. Users can only view the messages sent to them.

CREWCARE™

In addition to our EMS and fire solutions, ImageTrend understands the industry's need to bring awareness and insights into the realm of provider mental health. Based on our conversations with industry leaders and professionals who are identifying concerns regarding anxiety, burnout, depression, PTSD and even suicide - which are ever present in the emergency response and healthcare provider communities - ImageTrend has created CrewCare, a free mobile app for use by all first responders and healthcare providers as a way to give back to your communities.

The application's users are able to anonymously track their individual information regarding stresses in their life, engagement, mood and other associated activities. The goal of the app is to provide knowledge and insight to individuals, organizations and to the industries overall. CrewCare is able to collect aggregated, non-identifiable data to achieve these goals while maintaining anonymity, contributing to industry-wide research and leading to change. Optionally, CrewCare, coupled with our epidemiologist, can work with your organization to understand the data gathered to empower meaningful change.

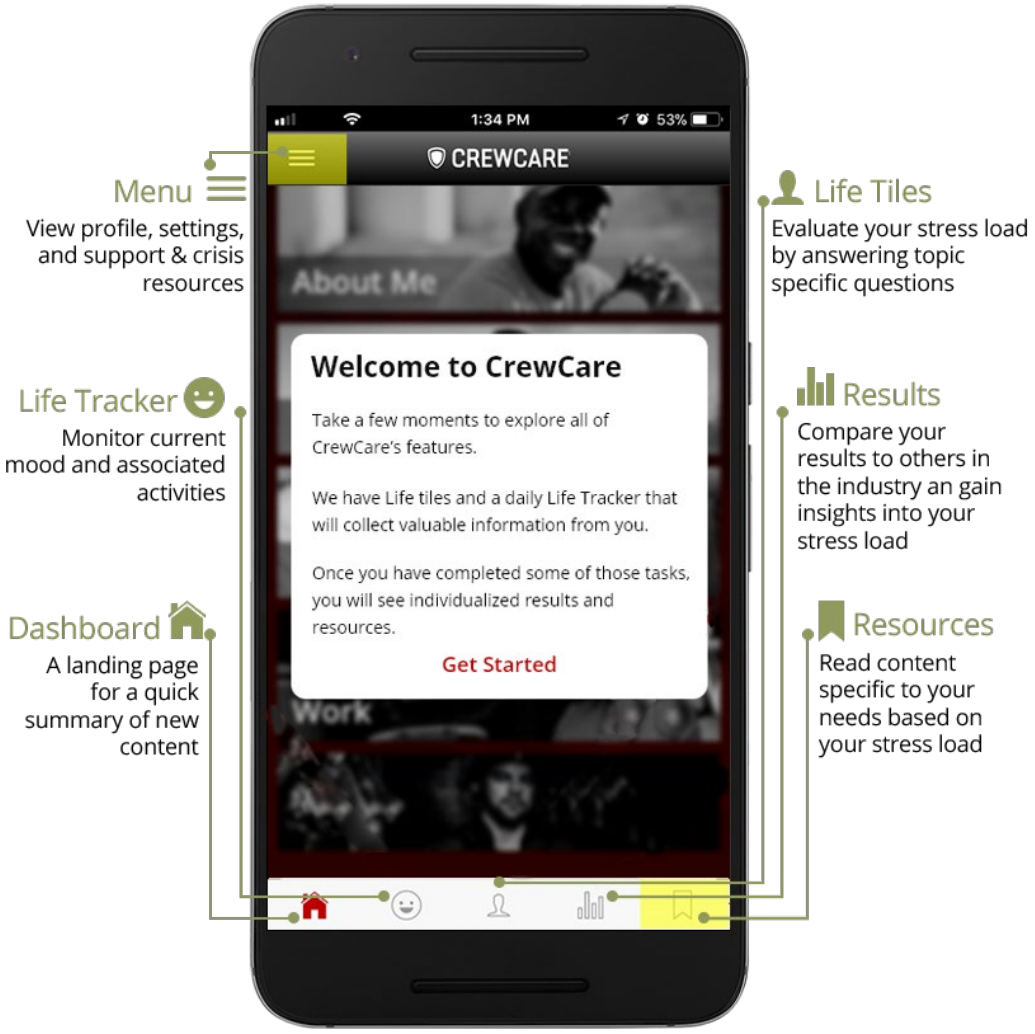


Figure 29. CrewCare functionality.

HOSPITAL HUB

Hospital Hub streamlines communication between EMS providers in the field and medical staff in hospitals. Hospitals can prepare for incoming patients while EMS services receive outcome data. Hospital Hub can be set up to alert the hospital when EMS has entered a new patient that is being transported to their hospital. The alert will show a message on the screen in the hospital with a snapshot of information from EMS and can provide an audible alert. Hospital Hub can be paired with ImageTrend Health Information Hub™ (HIH) to make easy and reliable data sharing between hospitals and EMS a reality.

Key Features

- ✓ Increase hospital readiness with early access to the ePCR for arriving patients
- ✓ Hospitals can view inbound patients from multiple services simultaneously
- ✓ Link ePCR reports from transfers
- ✓ Hospitals can enter outcome data for EMS services

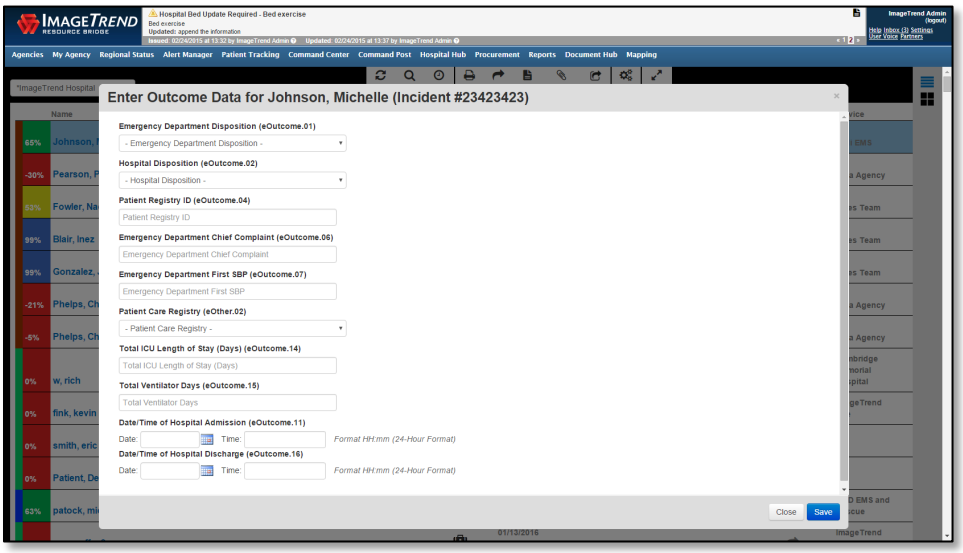


Figure 30. Entering outcome data.

Automated Communication

- ✓ Information recorded in the field automatically communicates to Hospital Hub
- ✓ Hospital Hub displays incoming patient information
- ✓ Displayed information includes condition, assessments, history, procedures and medications
- ✓ Quick display view available for emergency departments
- ✓ Increase the amount of time medical staff will have to respond and provide optimal care

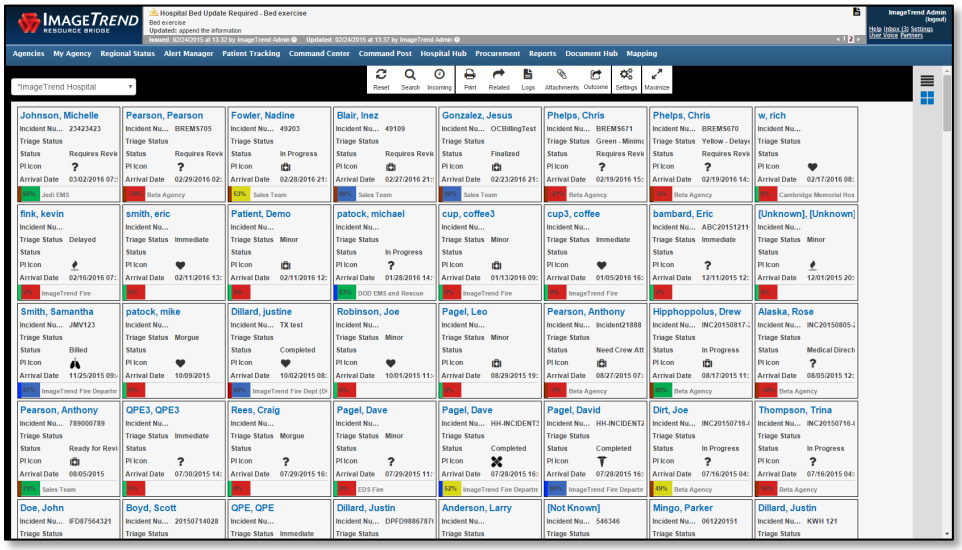


Figure 31. Hospital Hub dashboard.

Easy Data Portability

Hospital Hub is based on centralized data repositories used by many regional and statewide clients to ensure near real-time communications with the highest level of data quality. A complete ePCR is available to attach to patient records in the hospital to save time and reduce work.

Advance Notification

Hospital Hub offers an up-to-the minute electronic arrival board providing a large screen view in the ED, displaying pending arrivals and conditions. This revolutionary technology allows hospital staff to know which patients are en route and allows time to prepare space and treatment. The incoming view can be configured to alert the hospital of new patients en route to their hospital with a popup message and an audible alert. In the case of major trauma or mass casualty incidents, additional doctors and staff can be called in before patients arrive at the hospital.

APPENDIX

1. Appendix B: Campaign Contribution Disclosure Form
2. Service Level Agreement
3. Statement of Work Process
4. Appendix G: Non-Collusion Affidavit
5. Appendix E: Transmittal Letter Form
6. Appendix H: Conflict of Interest Form
7. Additional Terms and Conditions
8. Implementation Schedule

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 2/22/2021

Joseph T. Graw, President & COO
Title (Position)

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

SAMPLE

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.9% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

SAMPLE

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

SAMPLE

STATEMENT OF WORK CREATION PROCESS

ImageTrend frequently creates Statements of Work (SOWs) for our customers to define custom software development, consulting, training, and implementation work that needs to be performed in support of our customers business needs. The process to create a SOW varies somewhat depending on the customer's needs, but generally they follow a pattern of requirements gathering, deliverable definition, and then cost and schedule estimations. The creation of a custom software development SOW is the most complex, and thus below is an example of this. SOW creation for other types of work would follow a subset of this process.

Custom Software Development SOW

The creation of a custom software development SOW starts with understanding the needs. There are two parts to understanding the needs; one is understanding the business need - the why behind the request. The second part is understanding where the current functionality falls short of satisfying the why. This is the most critical step in the process as both sides need to agree on what the expectations are for fulfilling the business need.

Once we understand how to satisfy the business need, then we document what the solution will be. This may involve developing draft screen layouts and logic flowcharts. As part of this documentation we may create draft "user stories", a standard method of communicating the requirements in the Agile software development methodology. The user stories provide the details of what is expected of the code that will be developed. Included with the user stories, we may also, in conjunction with the customer, develop test cases that will be used to verify that the code was written correctly.

Once the requirements are fully understood, we the look to our development teams to provide an estimate on how long the work will take to complete. This estimate includes time to fully detail out the user stories, screen designs, and testing requirements. It also includes the estimated time to write the code, test the code and ultimately deploy the code to the system. In parallel to the actual coding of the solution, we also create documentation and train our support staff as appropriate.

Once the code is tested and deployed, we provide training to the customer as necessary and work with the customer to confirm that the solution fulfills the business needs.

APPENDIX G

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

RFP #21/26/P

I hereby affirm that: I am the President & COO (insert title) and the duly authorized representative of ImageTrend, Inc. (insert organization's name) whose address is 20855 Kensington Blvd, Lakeville, MN 55044. 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 Joseph T. Graw

Title President & COO

Date 2/22/2021

APPENDIX E
Letter of Transmittal Form

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

RFP#: 21/26/P

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

Offeror Name	ImageTrend, Inc.
Mailing Address	20855 Kensington Blvd, Lakeville, MN 55044
Telephone	952-469-1589
FED ID#	41-1903871
NM CRS#	n/a

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	Joseph T. Graw	Jenny Shea	Sherri Leflay
Title	President & COO	Contract Specialist	Contracts and Proposals Manager
E-mail	contracts@imagetrend.com	contracts@imagetrend.com	contracts@imagetrend.com
Telephone	952-469-1589	952-469-1589	952-469-1589

* 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):
__X__ 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.)
N/A
(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.

_____ February 22 , 20 21
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX H

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

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

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

In addition to the Firm, 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 Firm and known key personnel needs to describe the conflict.

The Firm agrees that, if after award, an organizational conflict of interest is discovered, the Firm makes an immediate and full written disclosure to the City that includes a description of the action that the Firm 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 Firm 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, Joseph T. Graw 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 Comprehensive and Integrated Software Platform. For the duration of this firm's involvement in the Comprehensive and Integrated Software Platform 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 Comprehensive and Integrated Software Platform contract.

I certify that this firm will keep all Comprehensive and Integrated Software Platform 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 Comprehensive and Integrated Software Platform contract. I understand that if this firm leaves this Comprehensive and Integrated Software Platform 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 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 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:
ImageTrend, Inc.

Authorized Representative/Title:
Joseph T. Graw, President & COO

Phone Number:
952-469-1589

Fax Number:
952-985-5671

E-mail Address:
proposals@imagetrend.com

Signature:

Date:
2/22/2021

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.

OFFEROR'S TERMS AND CONDITIONS

PERFORMANCE OF SERVICES

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party's satisfaction with the Deliverable. If 1) a Deliverable's acceptance criteria is based on Client's satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client's acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.

FEES AND PAYMENT TERMS

TRAVEL COSTS. Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay $1,750 per ImageTrend trainer per trip and a further $1,400 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is $175.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 3% of the then current price for each anniversary of the Effective Date. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). The § 164.514(2)(i) data elements are reproduced below at Attachment A. ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at http://dx.doi.org/10.6028/NIST.IR.8053). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below at Exhibit A, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per Exhibit A below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES.
The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

TERMINATION

Contractor Opportunity to Cure. City shall provide to Contractor in writing any material breaches of this Agreement. Contractor shall have thirty (30) days to cure any such breach.

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. "Elite EMS SaaS" shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend's right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement. Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate of $175.00.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://ImageTrend.uservoice.com/.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client is not a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and is a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Faith Applewhite or their successor, conducts their job duties most frequently.

State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

IMAGETREND COMMUNITY HEALTH TERMS OF USE

ImageTrend reserves the right to audit the Annual Number of Active Enrolled Patients on a yearly basis and increase prices according to the table below.

Pricing above is based on:

Annual Active Enrolled Patients

Active Enrolled Patient volume may be audited each year. ImageTrend may use this resulting figure to increase cost on future invoices per the table below.

Annual Support and Hosting Pricing to increase as Active Enrolled Patients Increases as follows:

Annual # of Enrolled Patients		
Min	Max	Annual Fee
-	49	$ 4,500.00
50	99	$ 7,500.00
100	199	$11,500.00
200	299	$14,500.00
300	399	$17,500.00
400	499	$20,500.00
500	+	$23,500.00

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.9% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

PRODUCT SPECIFIC TERMS ATTACHMENT

LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

"NEMSIS" is the National Emergency Medical Services Information System (NEMSIS), and provides standardized data formats for submission of EMS Data.

"Legacy Data" means data originated by any system which is not ImageTrend Elite.

"Legacy Data System" means the particular software application which generated, stored, or created the Legacy Data.

IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

IMAGETREND VAULT™ LICENSING TERMS

- Notwithstanding anything in this Agreement to the contrary, Client is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted reserved by ImageTrend.

- Client shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement as described in this Exhibit at 1(a)(ii) below, and such license shall expire simultaneously with this Agreement.

TERM

- Notwithstanding anything in the Agreement to the contrary, the Term of the license to ImageTrend Vault shall be one (1) year from the date of mutual execution by the last signature to this Agreement ("Initial Term"). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent one year term ("Renewal Term"), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

- ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (e.g. fees on Renewal Terms or subsequent Agreements of the parties, after expiration of this Agreement or its Initial Term) in accordance with the then-current price.

Description

- ImageTrend Vault can import NEMSIS 2.2.1 standardized Legacy Data with the following limitations:

    i. NEMSIS 2.2.1 XML Legacy Data from non-ImageTrend vendors may be imported into ImageTrend Vault provided the NEMSIS 2.2.1 XML Legacy Data is the same compatible format as the NEMSIS 2.2.1 XML Legacy Data System's State NEMSIS submission and otherwise conforming with the NEMSIS Data Dictionary v2.2.1

available at https://nemsis.org/media/nemsis_v2/documents/NEMSIS_Data_Elements_Definitions_v2.2.1.xls ("Conforming Legacy Data File"). It shall be the Client and/or Client Vendor's responsibility to ensure ImageTrend is supplied with a conforming NEMSIS 2.2.1 XML Legacy Data file.

ii. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from Client's ImageTrend Version 2 Product(s) utilizing ImageTrend tools, or 2) importing a conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend's sole discretion. Client shall have the option to contract ImageTrend to undertake this work via a separate Statement of Work.

2. ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge ("ImageTrend Version 2 Products") products. These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend "IT" flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.

Task	Start Date	End Date	Duration	Dependencies	Resource Group
Initiation					
ImageTrend provides Client with the Sales Contract			1 day		ImageTrend
ImageTrend Contract is signed by Client			1 day	Sales Contract Provided to Client	Client
Elite Order Assignment (Ticket Number)			1 day	Contract returned	ImageTrend
Project Kick-off Meeting	3/1/2021	3/1/2021	1 day	Contract returned	Client/ImageTrend
Define Project Team			1 day	Contract returned	Client/ImageTrend
Define timeline			1 day	Contract returned	Client/ImageTrend
System Configuration					
Elite Site Initial setup (Ticket Number)	3/1/2021	3/12/2021	10 days	Contact being returned	ImageTrend
Create Client Team user accounts	3/1/2021	3/5/2021	5 days	Site Creation	ImageTrend
Turn on Elite modules	3/8/2021	3/12/2021	5 days	Site Creation	ImageTrend
Import State Schematron	3/11/2021	3/11/2021	1 day	Site Creation	ImageTrend
Import Form Templates (Fire Runform, EMS Runform, Community Health Runform)	3/8/2021	3/12/2021	5 days	Site Creation	ImageTrend
Import Location, Occupant and Inspection Runforms (as needed/desired)	3/8/2021	3/12/2021	5 days	Site Creation	ImageTrend
Site URLs, login credentials provided to client	3/12/2021	3/12/2021	1 day	Site creation, initial build out	ImageTrend
ImageTrend to Provide and Educate on Workbooks (Users, Vehicles, Zones, Locations, Occupants, Zones/Districts)	3/16/2021	3/30/2021	10 days	Kick Off Call	ImageTrend
Client returns completed workbooks	TBD	TBD	CLIENT	Workbooks Provided	Client
ImageTrend to import workbooks	3/16/2021	3/23/2021	5 days	Completed workbooks returned	ImageTrend
Integrations					
Auto Export to NEMSIS v3 Webservice (Ticket Number)	3/15/2021	7/2/2021	15 days	Contract Received	ImageTrend
Export Kickoff, if necessary	3/15/2021	3/15/2021	1 hour	Contract Received	Client/ImageTrend
Client provides integration account credentials	TBD	TBD	CLIENT/5 days	Contract Received	Client
Client provides connection information	TBD	TBD	CLIENT	Contract Received	Client
ImageTrend configures integration	3/22/2021	3/26/2021	5 days	Credentials Received	ImageTrend
ImageTrend Send instructions to Client	3/26/2021	3/26/2021	1 day	Integration Configured	ImageTrend
ImageTrend Enables Integration	3/26/2021	3/26/2021	1 day	Integration Configured	ImageTrend
Client Tests and Confirms Integration, provides feedback	TBD	TBD	CLIENT	Integration Activation	Client
CAD Integration (Ticket Number)	3/1/2021	5/7/2021	50 days	Contract Received	ImageTrend
CAD/Telestaff Kickoff, if necessary	3/1/2021	3/1/2021	1 day	Contract Received	Client/ImageTrend
ImageTrend supplies Client with a rough draft workbook, if available	3/1/2021	3/5/2021	5 days	Contract Received	ImageTrend
Client submits final workbook	TBD	TBD	CLIENT	Client received CAD workbook from ImageTrend	Client
ImageTrend Development complete	3/5/2021	4/30/2021	8 weeks	CAD Workbook received	ImageTrend
ImageTrend Send instructions to Client	5/4/2021	5/4/2021	1 day	CAD Workbook received	ImageTrend
Client Tests and Confirms accuracy of data mapping	TBD	TBD	CLIENT	CAD Deployed by ImageTrend	Client
Kno2 Integration (Ticket Number) *if purchased	3/12/2021	3/31/2021	13 days	Contract Received	ImageTrend
Kno2 Kickoff, if necessary	3/12/2021	3/12/2021	1 hour	Contract Received	Client/ImageTrend
Client provides integration account credentials	3/15/2021	3/17/2021	Client/3 days	Contract Received	Client
Client provides connection information (key and start date)	3/15/2021	3/17/2021	CLIENT/3 days	Contract Received	Client
ImageTrend configures integration	3/17/2021	3/24/2021	5 days	Credentials Received	ImageTrend
ImageTrend Send instructions to Client	3/25/2021	3/25/2021	1 day	Integration Configured	ImageTrend
ImageTrend Enables Integration	3/26/2021	3/26/2021	1 day	Integration Configured	ImageTrend
Client Tests and Confirms Integration, provides feedback	3/29/2021	4/2/2021	CLIENT/5 days	Integration Activation	Client
Continuum					
Continuum Site Setup (Ticket Number)	3/12/2021	3/26/2021	10 days	Contract Returned	ImageTrend
Site Initialization/Creation (EMS and Fire Content)	3/15/2021	3/19/2021	5 days	Contract Returned	ImageTrend
Initial Site Preparations - Elite	3/15/2021	3/17/2021	3 days	Site available	ImageTrend
Enable Continuum Monitor on Elite site	3/15/2021	3/15/2021	1 day	Site available	ImageTrend
Enable Continuum Permission Objects for System Administrator Permission Group	3/16/2021	3/16/2021	1 day	Site available	ImageTrend
Test Continuum Link from Elite	3/17/2021	3/17/2021	1 day	Site available	ImageTrend
Initial Site Preparations - Continuum	3/18/2021	3/19/2021	2 days	Site available	ImageTrend
Enable Continuum Permission Objects	3/18/2021	3/18/2021	1 day	Site available	ImageTrend
Verify data is displayed on Continuum Dashboard	3/19/2021	3/19/2021	1 day	Site available	ImageTrend
Provide Continuum URLs to Client	3/19/2021	3/19/2021	1 day	Site Preparations complete	ImageTrend
Continuum Education (1 Sessions)	**TBD**	**TBD**	1 hour	Site Preparations complete	ImageTrend
Schedule Continuum Education Webinar	**TBD**	**TBD**	1 hour	URLs sent to client	Client/ImageTrend
Discuss Continuum agenda	**TBD**	**TBD**	1 hour	URLs sent to client	Client/ImageTrend
Conduct Continuum Education Session	**TBD**	**TBD**	1 hour	Continuum agenda discussed	Client/ImageTrend
Continuum Site Preparation - Client Tasks	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Site Preparation for Use	**TBD**	**TBD**	Client	URLs sent to client	Client
Permissions	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Review and update Continuum Permissions for Permission Groups	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Monitors	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Review Deploy Monitors, subscribe self and other Continuum Users	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Identify/Create Additional Monitors, subscribe self and other Continuum Users	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Playlists	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Create Playlists from Dashboards	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Publish Playlists as desired (Municipal website, Social Media sites, etc)	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Map Layers	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Identify/Deploy additional Map Layer Needs	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Slate					
Slate/Scheduler Site Initial setup (Ticket Number)	3/15/2021	3/19/2021	5 days	Contact being returned	ImageTrend
Associate and Import Elite Resources (Users, Resources)	3/15/2021	3/15/2021	1 hour	Contact being returned	ImageTrend
ImageTrend to Provide connection information and user credentials	3/15/2021	3/15/2021	1 hour	Site Creation	ImageTrend
ImageTrend to Educate on wizard based implementation services	3/15/2021	3/15/2021	1 hour	Site Creation	Client/ImageTrend
Plan Education Webinar sessions	**TBD**	**TBD**	X hours	Webinar session(s) purchased	Client/ImageTrend
Discuss Education Webinar Agenda	**TBD**	**TBD**	X hours	Webinar session(s) purchased	Client/ImageTrend
Conduct Education Webinar	**TBD**	**TBD**	X hours	Webinar session(s) purchased	Client/ImageTrend
Agency representative trains Hospital Hub users	**TBD**	**TBD**	Client	Education Session complete	Client
Elite Training (X days/X trips)					
Plan Trip 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Discuss training agenda - Trip 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Trip X of Y days	**TBD**	**TBD**	X of Y days	Trip Planning Completed	Client/ImageTrend
Plan Webinar 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Discuss training agenda - Trip 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Webinar X of Y hours	**TBD**	**TBD**	X of Y hours	Webinar Planning Completed	Client/ImageTrend
Convert any unused onsite days to webinar sessions (if necessary)	**TBD**	**TBD**	1 day	On-site visit(s) complete	ImageTrend
Site Walkthroughs (System Admin Training)					
Walkthrough week 1 - System Navigation, Agency Tree, Users, Resources	3/16/2021	3/16/2021	1 hour	Kick off Introductory call complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 2 - Review Users/Resources that were entered, Dataset Manager	3/23/2021	3/23/2021	1 hour	Walkthrough 1 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 3 - Elite Field, Form Manager, Preset Values	3/30/2021	3/30/2021	1 hour	Walkthrough 2 Complete	Client/ImageTrend
Client performs actions taught in walkthrough (Enter test runs, review them after they are posted or saved on Elite Web)					Client
Walkthrough week 4 - Supplemental Questions, Worksheets (Patient Worksheets), Signatures	4/6/2021	4/6/2021	1 hour	Walkthrough 3 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 5 - Open Q&A, Review SQ's, Review Signatures, Community Health Programs, Patients, Encounters	4/13/2021	4/13/2021	1 hour	Walkthrough 4 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 6 - Validation, Visibility, PowerTools	4/20/2021	4/20/2021	1 hour	Walkthrough 5 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 7 - Adding in Fire Workflow, Situation Tools, Permission Group Shells	4/27/2021	4/27/2021	1 hour	Walkthrough 6 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 8 - Incident List, Custom Views, Field Incident Cloud	5/4/2021	5/4/2021	1 hour	Walkthrough 7 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 9 - Incident Management: Incident Status, Finish Incident Settings, Locking Workflow	5/11/2021	5/11/2021	1 hour	Walkthrough 8 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 10 - Configuration, Elite Field Configuration	5/18/2021	5/18/2021	1 hour	Walkthrough 9 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 11 - Permission Objects	5/25/2021	5/25/2021	1 hour	Walkthrough 10 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 12 - State Export Testing	6/1/2021	6/1/2021	1 hour	Walkthrough 11 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 13 - Q&A Export Testing, CQI	6/8/2021	6/8/2021	1 hour	Walkthrough 12 Complete	Client/ImageTrend

Client performs actions taught in walkthrough					Client
Walkthrough week 14 - Report Writer/Visual Informatics/MARs	6/15/2021	6/15/2021	1 hour	Walkthrough 13 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 15 - Location/Occupants/Inspections/Mobile Inspections Q&A	6/22/2021	6/22/2021	1 hour	Implementation Webinar complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 16 - Community Health Q&A	6/29/2021	6/29/2021	1 hour	Walkthrough 14 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 17 - General Q & A, Go Live Preparations	7/6/2021	7/6/2021	1 hour	Walkthrough 16 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
User Acceptance Testing					
UAT Testing	6/28/2021	7/30/2021	30 days/or TBD	Site configuration complete	ImageTrend
UAT Kick-off, if necessary	6/28/2021	6/28/2021	1 day	Site configuration complete	Client/ImageTrend
Build Test Cases	6/29/2021	7/2/2021	4 days	Site configuration complete	Client/ImageTrend
Client Test Execution, provide ongoing feedback	7/5/2021	7/30/2021	20 days	Site configuration complete	Client
UAT Testing DeBrief	7/30/2021	7/30/2021	1 day	UAT Testing Complete	Client/ImageTrend
State Submission					
State Submission Testing	6/1/2021	6/15/2021	10 days	Site Build Complete	Client/ImageTrend
Apply State Schematron	3/11/2021	3/11/2021	1 day	Site Build Complete	Client/ImageTrend
Request Integration Account Details from State EMS Data Manager	3/11/2021	3/11/2021	1 day	Contract Received	Client/ImageTrend
Create Integration Account (State Username and Password)	3/11/2021	3/11/2021	1 day	State Schematron Applied	Client/ImageTrend
Setup Endpoint URL	3/11/2021	3/11/2021	1 day	State Schematron Applied	Client/ImageTrend
Create Test Records to Export against State Schematron (recommend using UAT test data)	7/5/2021	7/16/2021	CLIENT/ 10 days	All site configuration has been completed	Client
Export Test files	7/5/2021	7/16/2021	10 days	Prior to Go Live	Client/ImageTrend
Review/Resolve State failures	7/5/2021	7/16/2021	10 days	Prior to Go Live	Client/ImageTrend
Create/Activate Auto Post	8/1/2021	8/1/2021	1 day	Upon Go Live	ImageTrend
Monitor Exported Data in Export History	8/1/2021	9/1/2021	Daily/30 days	Upon Go Live	Client
Site Go Live					
Pre Go-Live Meeting - Go Live Preparation (Support Transition)	7/30/2021	7/30/2021	1 hour	Site configuration, site training, end users trained	Client
Delete Test Data	8/1/2021	8/1/2021	1 day	Go live date established	ImageTrend
Go Live	8/2/2021	8/2/2021	1 day	Pre Go Live meeting completed	Client
Closing					
Post Go Live Meeting	8/3/2021	8/3/2021	1 hour	Client is offically live using Elite, go live week	Client/ImageTrend
Post Go Live Meeting	8/10/2021	8/10/2021	1 hour	Client is offically live using Elite, week 2 post go live	Client/ImageTrend
Post Go Live Meeting	8/17/2021	8/17/2021	1 hour	Client is offically live using Elite, week 3 post go live	Client/ImageTrend
Post Go Live Meeting	8/24/2021	8/24/2021	1 hour	Client is offically live using Elite, week 4 post go live	Client/ImageTrend
Close Out Implementation Order	9/7/2021	9/7/2021	1 hour	Official Support Transition	ImageTrend
Additional Module Implementation / Post Go Live					
Location/Occupants/Inspections	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught in Hydrant implementation session	**TBD**	**TBD**	CLIENT		Client
Training/Activities	**TBD**	**TBD**	CLIENT		Client
Client registers for Implementation Webinar Session via Education forum on ImageTrend.com	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught during implementation webinar session	**TBD**	**TBD**	CLIENT		Client
Checklists	**TBD**	**TBD**	CLIENT		Client
Client registers for Implementation Webinar Session via Education forum on ImageTrend.com	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught during implementation webinar session	**TBD**	**TBD**	CLIENT		Client
Inventory, Maintenance and Repair	**TBD**	**TBD**	CLIENT		Client
Client registers for Implementation Webinar Session via Education forum on ImageTrend.com	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught during implementation webinar session	**TBD**	**TBD**	CLIENT		Client

ImageTrend's Response to City of Santa Fe's RFP. 21/26/P for Comprehensive and Integrated Software Platform – Cost Proposal

February 23, 2021

City of Santa Fe

Purchasing@santafenm.gov

Presented By:

Michael J. McBrady

Chief Executive Officer

&

Joseph T. Graw

President & Chief Operating Officer

IMAGETREND®

20855 Kensington Blvd., Lakeville, MN 55044 | www.ImageTrend.com

APPENDIX D

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item
Basic package (all mandatory specs met)	One time fees	1	$30,795.00
Basic package (all mandatory specs met)	Recurring fees/year	4	$99,722.00
Optional feature 1 – Elite Vax	Initial Roll out	1	
Optional feature 1	Recurring	4	$6,798.39
Optional feature 2 – Slate with Texting	Initial Roll out	1	
Optional feature 2	Recurring	4	$11,735.07
Optional feature 3 – Account Advisor	Initial Roll out	1	
Optional feature 3	Recurring	4	$13,178.00
Follow the same format below for more features. Use additional sheets if needed.			

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: (07/01/2021 thru 06/30/2022) Price: $130,517.00

Option Year 2: (07/01/2022 thru 06/30/2023) Price: $102,713.66

Option Year 3: (07/01/2023 thru 06/30/2024) Price: $105,795.07

Option Year 4: (07/01/2024 thru 06/30/2025) Price: $108,968.92

RFP#21/26/P Elite Rescue

Prepared For

Santa Fe Fire Department
Faith Applewhite
200 Murales RD PO Box 909
Santa Fe, New Mexico 87504

Prepared By

Jason Bonham
Feb 20, 2021

ImageTrend®

Detailed Quote

Quote

IMAGETREND®

Prepared For

Faith Applewhite
Santa Fe Fire Department
200 Murales RD PO Box 909
Santa Fe, New Mexico 87504
505-629-2258
fapplewhite@santafenm.gov

Bill To

Faith Applewhite
Santa Fe Fire Department
200 Murales RD PO Box 909
Santa Fe, New Mexico 87504
505-629-2258
fapplewhite@santafenm.gov

Salesperson	Quote Number	Date
Jason Bonham, Account Executive, 952-469-6174	QUO-09281-Q5J5C	Feb 20, 2021

Description	Qty	Frequency	Unit Price	Total
One-Time Fees				
Elite™ Rescue Setup	1	One Time	$7,245.00	$7,245.00
Community Health™ Add-on Setup	1	One Time	$1,500.00	$1,500.00
Direct Messaging Connection Fee - Per Agency Connection	7	One Time	$200.00	$1,400.00
Webinar Training 2hr Session	8	One Time	$350.00	$2,800.00
Onsite Training Session - 8 Hours	9	One Time	$1,400.00	$12,600.00
Travel	3	One Time	$1,750.00	$5,250.00
Recurring Fees				
Elite™ Rescue - SaaS *Includes Elite™ Field	1	Recurring	$28,972.00	$28,972.00
Mobile Fire Inspections - SaaS	1	Recurring	$5,000.00	$5,000.00
Investigations	1	Recurring	$5,000.00	$5,000.00
Permits	1	Recurring	$5,000.00	$5,000.00
Community Health™ Add-on	1	Recurring	$7,500.00	$7,500.00
CAD Distribution	1	Recurring	$3,500.00	$3,500.00
- CAD Vendor: Other CAD Vendor				
Auto Export to NEMSIS v3 Web Service	1	Recurring	$3,500.00	$3,500.00
TeleStaff Distribution	1	Recurring	$12,500.00	$12,500.00
Target Solutions Distribution	1	Recurring	$3,500.00	$3,500.00
Hospital Hub™ Distribution	1	Recurring	$4,000.00	$4,000.00
Vault™ Records with Attachments	1	Recurring	$800.00	$800.00
Elite Site to Site Transfers	2	Recurring	$500.00	$1,000.00
Standard Direct Messaging - EMS Agency	1	Recurring	$1,950.00	$1,950.00
Continuum®	1	Recurring	$7,500.00	$7,500.00
- Continuum® EMS Content Package	1	Recurring	$5,000.00	$5,000.00
- Continuum® Fire Content Package	1	Recurring	$5,000.00	$5,000.00
			TOTAL Year 1	**$130,517.00**
			***Annual Fees after Year 1**	**$99,722.00**

Optional Items

Elite Vax™	1	Recurring	$6,500.00	$6,500.00
Slate™	1	Recurring	$9,720.00	$9,720.00
Slate™ Text/SMS	1	Recurring	$1,500.00	$1,500.00
Account Advisement Services Level 1	1	Recurring	$12,600.00	$12,600.00
Data Mart™ Subscription	1	Recurring	$6,750.00	$6,750.00
Data Mart ™ Additional Source - Subscription	1	Recurring	$3,375.00	$3,375.00

Prepared By: Jason Bonham

Terms of Agreement: The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on up to 16,000 annual incidents as provided by Client.
  *IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
- This proposal is valid for 90 days.
- This quote reflects ImageTrend's standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend's advanced CJIS compliant offerings are available upon request.
- The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof.

  IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

  DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

PRODUCT DESCRIPTIONS

Elite Vax™	Vaccination data documentation and reporting solution for distribution of immunizations; Integration with IIS and follow-up patient communication for certifications and booster reminders.
Elite™ Rescue - SaaS *Includes Elite™ Field	In addition to receiving both Elite EMS and Elite Fire for compliant data collection, the Rescue package includes the Locations/Occupants/Inspections module.
Mobile Fire Inspections - SaaS	Elite Mobile Fire Inspections allows you to enter or edit location, occupant, and inspection records while offline and working in the field. It synchronizes all data bidirectionally with Elite Web. Note: Elite Fire or Rescue is required.
Investigations	Investigations is a separate module that allows your investigators to document all aspects of a fire-related investigation, including such things as witnesses, evidence grids and weather related information. Note: Elite Fire or Rescue is required.
Permits	The Permits module allows you to create, track and complete records, such as building or construction permits. Note: Elite Fire or Rescue is required.
Community Health™ Add-on	Elite Community Health is a complete solution for community paramedicine and mobile integrated healthcare (CP/MIH). It allows you to use patient data you have already collected to identify appropriate candidates for CP/MIH programs, track progress, report on various metrics, and analyze the results.
Vault™ Records with Attachments	Vault is an archiving solution for protecting hosted clients' historical NEMSIS v2 and NEMSIS v3 patient care report data. Attachments are not to exceed 20MB per incident.

Continuum®

Continuum is an integrated solution designed to make monitoring your system easy. Continuum analyzes the data within your system as it is added or updated to provide you with notifications and easy-to-view charts, tabular reports, and maps based on the data you need without requiring you to build reports or manually check your system.
The base Continuum offering includes the following primary components:

• Monitors
Continuum Monitors are predefined analytics, built by ImageTrend using industry-wide best practices and metrics. Groups of similar Monitors are organized in Continuum Domains. Within each Monitor, you can drill down and expand for more detail. The end result is easily accessible information that can help you turn your data into wisdom. Make more informed decisions, impact operations and improve patient care with Continuum.

• Data Sets
Following is a list of the available data sets that are currently available in Continuum to create new monitors based upon the information that you collect with your Elite system. New data sets are added to Continuum as they become available for Elite, Patient Registry, LMS and other ImageTrend products.
o Community Health Patients
o Community Health Visits
o Elite Agency Location
o Elite EMS
o Elite Facility
o Elite Fire
o Elite Personnel
o EMS CAD
o Inspections
o Locations
o Occupants

• Domains
In Continuum, a Domain is the term used to refer to dashboards and monitors related to different overarching subjects (e.g., Public Health Incidents).
The following two domains are available by default as part of what is included with the base Continuum offering. These domains include the charts, maps, and tabular reports that you need for presentations to your system stakeholders.

o EMS Board Report
The Continuum EMS Board Report domain includes dashboard content and monitors that pertain to the following types of information that is useful for presentations to your EMS Board and other stakeholders. Topics included in this domain include: Overall System Statistics, 911 Responses, Inter-facility Transfers, and Mutual Aid.
The EMS Board Report domain is included as part of the base Continuum offering.

o Fire Board Report
The Continuum Fire Board Report domain includes dashboard content and monitors that pertain to various types of information that is useful for presentations to your Fire Board of Directors and other stakeholders. Information included in this domain include: Overall System Statistics, 911 Responses, Incident Types, Mutual Aid given and received, Fire and Civilian Casualties, Property Lost and Saved, etc.
The Fire Board Report domain is included as part of the base Continuum offering.

Continuum® EMS Content Package

The Continuum EMS Content Package includes multiple Continuum EMS content domains. Each Continuum content domain can be purchased individually. The Continuum EMS Content Package allows you to purchase numerous EMS domains at a quantity discount versus purchasing them individually.
The following EMS domains are currently included in this package:
• Ambulance Patient Offload Times (APOT)
• At Risk Populations
• Cardiac
• Cardiac Arrest
• Clinical
• Crew Insights
• EMS CAD
• EMS Compass Measures
• Maternal & Pediatric
• Public Health
• Overdose
• Stroke
• Trauma

Continuum® Fire Content Package	The Continuum Fire Content Package includes multiple Continuum Fire content domains. Each Continuum content domain can be purchased individually. The Continuum Fire Content Package allows you to purchase numerous Fire domains at a quantity discount versus purchasing them individually. The following Fire domains are currently included in this package: • Arson • Casualties • Crew Participation / Call Attendance • Data Quality and Completeness • False Alarms • Fire Information • Fire Losses / Saves • Fire Times • Hazmat • Historical Demand • Incident Status • Incident Types • Mutual Aid • Reliability (Overlapping Calls) • Technical Rescue • Utilization
CAD Distribution	The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.
Auto Export to NEMSIS v3 Web Service	A NEMSIS 3.3.4 or 3.4.0 file can be automatically pushed to a NEMSIS v3 web service (agency's or biller's) based on specific criteria being met (i.e. incident status is 'Ready for Billing', incident is locked, etc.).
TeleStaff Distribution	Once a CAD incident comes through for EMS or fire incidents, the incident time and unit data is used to look up the appropriate crew from the Telestaff data in order to populate on the report.
Target Solutions Distribution	Integrating with Target Solution provides training and activities information, such as class attendees and score, in the ImageTrend training module within Elite.
Hospital Hub™ Distribution	Hospital Hub Distribution allows you a hospital-centric window into EMS incidents of patients that were delivered. Users can view and print ePCR's, send outcome data, view related incidents and download any attachments of a patient that is available. Hospital Hub can connect to multiple Elite systems allowing a hospital to only need one place to be able to go even when multiple agencies are delivering to them.
Account Advisement Services Level 1	ImageTrend offers advisement services to provide clients a single point of contact to review various facets of their application and provide guidance on best practices. Level 1 includes a one hour per week phone check in, coordination of upgrades when/if needed and an advocate for non-support related items.
Webinar Training 2hr Session	Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.
Onsite Training Session - 8 Hours	Training that is to be completed onsite at the client's location. Training topics can range from administrator training to user education to in-depth Report Writer usage.
Elite Site to Site Transfers	Elite Site to Site Transfers allows your agency to transfer EMS incidents in the field from your agency to other agencies using an Elite site that exists outside of your Elite System. The setup is based on a per agency basis.
Standard Direct Messaging - EMS Agency	Allows for the sending of ePCR reports via Direct messaging or faxing to hospitals. This offering transmits data based on the initial triggering status and the final triggering status.
Slate™	Slate™ is a standalone operations management solution with the first-released module for scheduling with certification tracking. Engineered for flexibility, multiple schedule types and sub-groups can be utilized in a single solution with workflows that are defined by your department. With Slate, you get unlimited time off requests, shift trades, work requirements, seniority lists and fill rules. It is an ImageTrend-hosted solution that connects with the Aware app for end users to view and manage their own schedules, and can either integrate with ImageTrend Elite or work independently.
Slate™ Text/SMS	Provides the ability to send a variety of individual or bulk text/SMS notifications and alerts to your personnel directly from Slate.

Request for:

1. Clarification of Cost Response; and
2. Best-and-Final Offer

You have been selected as a semifinalist for RFP (21/26/P – Comprehensive and Integrated Platform – Santa Fe Fire Department). In order to complete an accurate cost evaluation, we request clarification on your pricing structure. We also want to take this opportunity to request a Best-and-Final Offer.

We understand your time is valuable and want to reduce your time and effort responding to this request. The attached Cost Response Clarification form should simplify input on your end, increase our ability to evaluate cost consistently among finalists, and provide an avenue for you to express a Best and Final Offer.

No changes to Mandatory or Desirable Specifications are being proposed or requested, *only clarification on pricing structure and best-and-final offer*.

Reference and Clarification:

Please ensure that "Basic Package" cost includes all costs required to meet *all* Mandatory Specifications (summarized for ease of reference, below) and read the clarification note in regards to MIH records (below)

- User-friendly front and for generating the following:
  - ~16,000 Fire RMS records (increasing annually, ~1.5%/yr averaged over last 10 yrs)/yr
  - 13,500 ePCRs (increasing annually, ~1.5%/yr averaged over last 10 yrs)/yr
  - 10,000 MIH encounter records (increasing annually, unknown growth rate)/yr

    Clarification Note: *SFFD's strives to blend EMS and MIH services into a care continuum. SFFD's MIH encounters are therefore not strictly defined by "enrollments". Some encounters are more transactional (more episodic and response-focused services) and therefore require less data capture while others involve what some vendors may refer to as "enrollments" which we would understand to refer to longer-term case management services (and which therefore require more complex architecture). We would like to clarify that SFFD currently serves approximately 80-150 individuals in long-term case management services at any given time with potentially 300-600 individuals receiving these long-term case management services per year in addition to more transactional MIH service records. The number of encounters/records is projected to grow throughout the four years of the resulting contract.*
  - 8,000 Fire Prevention records including Inspections, Certificates of Occupancy, and Fire Investigations, Plan Review /yr

- User-friendly, customizable back end
- Uptime, IT Support, and Training as outlined in your Technical Responses
- Record transfer of incidents between operational units
- Ability to complete Fire Prevention property inspections
- Unlimited online user capacity.
- Dashboard construction capability
- Incident flagging ability
- Longitudinal organization of records
- Probabilistic matching of records
- Data Hosting or ability to work with Microsoft Windows Hypervisor
- Direct Messaging between all users (~150) and administrators
- Ability to generate and transfer referrals internally
- Ability to generate and transfer alerts internally
- Communicates/interfaces with PSAP (CAD), Telestaff (staffing software), EF Recovery (billing company), Lifepack 15 (cardiac monitor)
- Compliance with HIPAA, HITECH, NEMSIS/NMEMSTARS, and ability to push and pull data from the state HIE

Cost Response Request for Clarification and Best and Final Offer

NOTE: Please include Best and Final costs on this form.

Total Cost of providing "Basic Package" *(sum of all four years)*	$360,381.28
Explanation of inability to meet any of above criteria, and proposed solution(s).	No exceptions
List of all/any "Desirable Specifications" included in cost of "Basic Package":	All "Desirable Specifications" are included within the "Basic Package" functionality except for the following items which require additional discovery, a mutually agreed upon Statement of Work and additional cost consideration are the following: Location pin; and Land Use Software.

Itemization of Additional Features/Desirable Specifications (if applicable)

Desirable Specification/Additional Features	Cost	Frequency
Migrate Historical Fire RMS (~145,000)	$0.00	Once:☐ Per yr: ☐
Migrate Historical ePCRs (~128,000)	$800.00	Once:☐ Per yr: ☑
Migrate Historical MIH Records (~50,000 from Julota, in CSV format) – *We are unable to provide a cost at this time. We request to perform discovery on the City's data and agree to the scope and cost of the project through a mutually agreed upon Statement of Work.*	TBD	Once:☐ Per yr: ☐
Migrate exportable Fire Prevention Records (~50,000)	$0.00	Once:☐ Per yr: ☐
IBC and IFC interface (2015)	$0.00	Once:☐ Per yr: ☐
Fire Investigations capability	$5,000.00	Once:☐ Per yr: ☑
NFPA interface	$0.00	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐

DATE: April 22, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe Purchasing Office

FROM: Faith Applewhite, Department Procurement Manager
City of Santa Fe Fire Department

SUBJECT: Evaluation Committee Report, Comprehensive and Integrated Software Platform- Santa Fe Fire Department RFP # 21/26/P

In accordance with the Request for Proposals for Comprehensive and Integrated Software Platform- Santa Fe Fire Department issued January 27, 2021, three (3) responses were submitted from the following Offerors: ESO, ImageTrend, and Water on Scene. The Evaluation Committee did not evaluate the Proposal from ESO, as they did not attend the Pre-Proposal Conference, which was mandatory for submission, and also didn't separate their Proposal submission into Technical and Cost sections, which was also mandatory for evaluation. This Evaluation Committee Report summarizes all criteria, scores, and comments used in scoring the Responses.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

- Medical Officer, Michael Suber
- Mobile Integrated Health Officer, Andres Mercado
- Fire Marshall, Geronimo Griego
- ITT, Mario Martinez
- Paramedic, William Brunson

Below, find a timeline of events to date of the Evaluation Committee:

- 02/15/2021 – Informally met with Evaluation Committee to review RFP in depth and answered questions.
- 02/23/2021 – Proposals submitted.
- 02/24/2021 – Formal Evaluation Committee Kick-off meeting, review of Evaluation process with Procurement staff, submission of Non-Disclosure documents signed by Evaluation Committee Members
- 02/25/2021 – Procurement Manager received Proposals from Procurement staff, Evaluation Committee Members received Technical Proposals (ImageTrend and Water on Scene – ESO not passed on to Evaluation Committee members for aforementioned reasons) from Procurement Manager.
- 02/25/2021 – 03/03/2021 – Evaluation Committee Members reviewed and scored Technical Proposals.
- 03/03/2021 – Technical Proposal Evaluation meeting.
- 03/09/21 – Cost Proposal Evaluation.
- 03/12/21 – Finalists Selected.
- 03/15/21 – Best and Final Offers Requested
- 03/18/21 – Best and Final Offers Accepted
- 03/25/21 – Final Cost Evaluation Meeting

Section IV.B, Technical Specifications

Organizational Experience: 200

Organizational References: 90

Mandatory Specifications: 320

Desirable Specifications: 140

Section IV.B.1, Organizational Experience (200 Total Points)

Offeror	ImageTrend	WATER on Scene
Score	177.2	161.6

Organizational Experience

Specifications:

Offeror **must**:

a) **Relevant experience:** 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 software for emergency and non-emergency fire and EMS use. All software provided to private sector will also be considered;

b) **Brief bio:** 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 the following: software architecture staff, customer support, maintenance, training staff, and any other staff on customization and/or implementation teams. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) **Past projects:** Describe at least two project successes and failures of software integration for multiple applications as a service engagement. Include how each experience improved the Offeror's services.

Evaluation Factors:

- *Relevant Experience: 120*
- *Brief bio: 30*
- *Past projects: 50*

Points were awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevance and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points were 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.

ImageTrend

The Evaluation Committee awarded ImageTrend **177.2** points based on the Offeror's response.

Relevant experience: **113 pts.**

Positive Factors: ImageTrend clearly has a large breadth of experience with increasing numbers of agencies using their software. They had a well-organized and well-written introduction to the agency that showcased institutional knowledge of the industry.

Negative Factors: ImageTrend didn't provide clarity as to how they supply information to specific contracting agencies, and didn't fully answer each question. The Evaluation Committee expressed concern that given the vast number of clients held by Offeror, Santa Fe Fire Department might not receive the individual attention it needs.

Brief Bio: **24.6 pts.**

Positive Factors: The Evaluation Committee appreciated the education an experience of the staff bios provided.

Negative Factors: The Evaluation Committee thought the staff listed weren't specifically assigned to Santa Fe Fire Department's project, and that they didn't know who their specific contacts would be.

Past Projects: **39.6 pts.**

Positive Factors: ImageTrend's response described two successes with general information provided and documented positive implementations of their software.

Negative Factors: The Evaluation Committee was concerned that there was little to no discussion of failures, few specifics, and there is concern that it seemed that much of the implementation burden would be placed on Santa Fe Fire Department staff.

WATER on Scene

The Evaluation Committee awarded Water on Scene **161.6** points based on the Offeror's response.

Relevant experience: **99 pts.**

Positive Factors: The Evaluation Committee appreciated the explanation of relevant experience and especially the possibility to have a unique customer experience with limited number of new clients permitted per year taken on by WATER on Scene.

Negative Factors: The Evaluation Committee was concerned with the apparent lack of experience with Fire Prevention needs.

Brief Bio: **29.6 pts.**

Positive Factors: The Evaluation Committee appreciated the clearly written bios of specifically assigned staff.

Negative Factors: The Evaluation Committee did not have negative comments.

Past Projects: **33 pts.**

Positive Factors: The Evaluation Committee appreciated the specific descriptions of work with two clients, and that the company appears to have genuinely learned lessons from successes and failures.

Negative Factors: There is Concern that projects described were departments that were much larger than Santa Fe Fire Department.

Section IV.B.2, Organizational References (90 Total Points)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**88.6**	**59**

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 five (5) 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);
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 F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

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

Evaluation Factors:

Points were awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire. Offerors were evaluated on references that showed 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.

ImageTrend

The Evaluation Committee awarded ImageTrend 88.6 points based on the Offeror's response.

Reference 1: ALBUQUERQUE FIRE RESCUE **29.6 pts**

The Evaluation Committee appreciated the Reference from a close and well known jurisdiction, and the high remarks.

Reference 2: BERNALILLO COUNTY FIRE RESCUE **29.4 pts**

The Evaluation Committee again appreciated the Reference from a close and well-known jurisdiction, and that there were all high remarks from the Reference but also "slightly limited info" and that it seemed "scattered at times."

Reference 3: SURPRISE FIRE DEPARTMENT **29.6 pts**

The Evaluation Committee appreciated the Reference from an agency that seemed to be similar demographically to Santa Fe Fire Department but that "the fire module" may be an area for improvement.

WATER on Scene

The Evaluation Committee awarded Water on Scene **59** points based on the Offeror's response.

Reference 1: MEMPHIS FIRE DEPARTMENT **0 pts**

This Reference was received late with explanation provided by both Offeror and Referring agency found to be inadequate. The Evaluation Committee unanimously voted not to score/allow the Reference.

Reference 2: CITY OF ORANGE FIRE DEPARTMENT **29.8 pts**

The Evaluation Committee thought it was a good solid reference with high remarks.

Reference 3: CHULA VISTA FIRE DEPARTMENT **29.2 pts**

The Evaluation Committee appreciated the Reference with overwhelmingly positive discussion, but also noticed that the Reference noted a slight delay in response to IT issues with Offeror.

Section IV.B.4, MANDATORY SPECIFICATIONS (320 Total Points)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**299**	**252**

Mandatory Specifications

Specifications:

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
   - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
   - MIH: create records-capture capability for prevention, response and follow up operations.
   - FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
   - RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company.
2. **Uptime**: Guarantee 99.9% uptime 24/7/365
3. **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
4. **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
5. **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited)
6. **Training:** Within the first year of contract, provide transition/roll out training.
   - Response must specify how many hours of training will be provided for the approximately 180 for system users.

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data. Offeror will provide a detailed explanation in their proposal that is relevant and the extent to which they will meet each of following mandatories:

1. **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
   Deliver a platform which is customized to meet all administrative requirements including:

   - All sections will have architecture that:
     - Is user-friendly;
     - Allows customization of data fields;

- Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
- Allows customization of workflow of records for QA and billing function;
- Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
- Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
- Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records);

■ EMS section:
- Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
- Create custom reports as needed by SFFD staff

■ MIH section:
- Closed-call rules for prevention, response and follow up operations;
- Create custom reports as needed by SFFD staff

■ FP section:
- Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
- Create custom reports as needed by SFFD staff

■ RMS section:
- Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company;
- Create custom reports as needed by SFFD staff

2. **IT support:** supply on-call technical support as needed for users and administrators.
   ■ Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
   ■ High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
   ■ Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;
3. **Dashboards:** Provide customizable dashboards for administrators and managers.
4. **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
5. **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
6. **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to

be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.

7. **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure current host is able to continue hosting.
8. **Training:** Within the first year of the contract, provide transition/roll out training. Response must specify how many hours of training will be provided for the approximately 15 for system administrators.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (This spans front and back-end users, as it describes communication between the two groups)
2. **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
3. **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
4. **PSAP:** Create and maintain interface with PSAP
   - PCR fields should autofill from CAD wherever appropriate.
   - Explain if there is a live CAD view of the system for users.
5. **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
6. **Billing:** Create interface with billing company
   - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50%.
7. **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH)
8. **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
9. **HL7:** Maintain compatibility with HL7 for EMS and MIH records
10. **Cardiac Monitors**: Create interface with cardiac monitors

- Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

Evaluation Factors:

Points were awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevance and extent of Offeror's detailed response to each mandatory specification. In addition, points were awarded based on Offeror's candid and well-thought-out response to the mandatory specifications.

- *Front end and data capture*: *120*
- *Back end and data organization, storage, and analysis: 100*
- *Compliance and interface: 100*

ImageTrend

The Evaluation Committee awarded ImageTrend **299** points based on the Offeror's response.

Front End and Data Capture: **112.8 pts.**

Positive Factors: The Evaluation Committee found that the system seemed to be designed and optimized for field use with great data input capability and unlimited online user capacity. They also liked the large buttons, customizability, and the fact that it's largely hardware/OS agnostic. The Evaluation Committee also liked the chart completion score display.

Negative Factors: ImageTrend was unclear as to promise of uptime, and there was concern that record transfer capabilities seem to add cost to the original proposal. The Evaluation Committee thought the information available about repeat patients to front end users appeared to be limited to vital signs and some other fields but not totally customizable and/or with facile patient-specific information flow from back to front end users. It was also unclear on the training plan.

Back End Data Organization, Storage, Analysis: **91.2 pts**.

Positive Factors: The Evaluation Committee liked that the back end appeared to be user friendly and similar to front end in terms of usability. They had special interest in form builder and closed call rule and pre-fill customizability, and that IT support for admins appeared adequate. The Evaluation Committee appreciated the ability to use Tableau for research with data from the system.

Negative Factors: The Evaluation Committee found the IT Support language unclear. There was a lack of closed call rule customizability for the Fire Prevention section. The probabilistic matching capabilities of the software seemed inadequate, and that the parent/child record relationship only discussed structures, not use for patients, and that longitudinal records only mentioned use for patients, not businesses. The Evaluation Committee also noted that the cost of training system administrators might not be included in base price.

Compliance and Interface: **95 pts.**

Positive Factors: The Evaluation Committee liked the CQI module, inbox alert via text capability and CAD integration. They agreed that most evaluation criteria were met.

Negative Factors: ImageTrend had a lack of description of Direct Messaging capability, and it was unclear about what would be visible on the CAD screen with the described PSAP interface. Also, there was limited ability to interface with existing agencies like Telestaff and EF Recovery, and that these interfaces may be cumbersome as ImageTrend appeared to be also offering to sell Santa Fe Fire Department their own solutions for training, staffing, and billing software.

WATER on Scene

The Evaluation Committee awarded WATER on Scene **252 points** based on the Offeror's response.

Front End and Data Capture: **82 pts.**

Positive Factors: The Evaluation Committee appreciated the description of uptime and online user capacity. They also appreciated that the front end for emergency response and Mobile Integrated Health sections appeared user-friendly. Record transfer within the agency seemed to be well addressed and clearly explained.

Negative Factors: The Evaluation Committee was concerned with the lack of clarity as to the user interface for Fire Prevention, which seems to have been addressed via a partnership with "Streamline" that appeared nascent and remained vague. The Evaluation Committee also was concerned that additional/ongoing training needs were not addressed in Proposal.

Back End Data Organization, Storage, Analysis: **83 pts.**

Positive Factors: The Evaluation Committee liked that the back end interface seemed nearly infinitely customizable, and appreciated description of use of parent and child records. WATER on Scene seems to be the industry leader in longitudinal data management and probabilistic matching. Most specifications were met.

Negative Factors: The Evaluation Committee expressed concern about lack of clarity in regards to Fire Prevention report management, and use of the third-party agency software. Also, the descriptions of dashboards and flags seemed limited.

Compliance and Interface: **87 pts.**

Positive Factors: The Evaluation Committee liked the possibility of using referrals within and outside of the department. They appreciated the ability to push patient care instructions from the back to the front end users and across divisions within Santa Fe Fire Department. They also appreciated the possibility to build out a live CAD View. The specifications were largely met.

Negative Factors: The Evaluation Committee were concerned that questions about direct messaging remained unanswered after reading that portion of Response, that the interface with Telestaff appeared to be new and possibly untested, and that bi-directional information sharing specifications were lacking in description.

Section IV.B.5, DESIREABLE SPECIFICATIONS (140 Total Points)

Offeror	ImageTrend	WATER on Scene
Score	113	105

Specifications:

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal for the desirable specifications:

1. **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
2. **Location pin:** Have the ability to "pin" a location based on the device's geolocation provided (to correct a CAD error, specify a patient or incident location, etc.).

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data:

1. **Data migration:** Migrate historical records into new platform:
   By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

1. **Land Use Software:** Create interface with Land Use building permits software for plan review
2. **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records
3. **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
4. **Training and Record-Keeping Software:** Create interface with training and record-keeping software.
   Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.
5. **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
   If a vendor does not provide or foresee provision of an API for working with this specific tool and it's data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific **event records.**
6. **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

Desirable Specifications 140 pts
Points were awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevance and extent of Offeror's detailed response to each desirable specification.

Evaluation Factors:

- *Front end and data capture: 50*
- *Back end and data organization, storage, and analysis: 50*
- *Compliance and interface: 40*

ImageTrend
The Evaluation Committee awarded ImageTrend **113** points based on the Offeror's response.

Front End and Data Capture: **39.4 pts**.

Positive Factors: The Evaluation Committee determined that the Proposal addressed the specifications' goal of being able to scan face sheets and IDs for input of data.

Negative Factors: The Evaluation Committee thought the ability to "pin" a location might only be available with the "Continuum" package and/or with mapping coordinates input rather than push button pinning.

Back End Data Organization, Storage, Analysis: **44 pts.**

Positive Factors: Image Trend adequately addressed the ability to migrate some historical data, and it is likely that much of the relevant data could be migrated into the new system.

Negative Factors: ImageTrend's Proposal remained unclear as to whether Fire Records Management Software, Mobile Integrated Health, and Fire Prevention records could be imported into new system and the language regarding data migration was unclear.

Compliance and Interface: **29.6 pts.**

Positive Factors: The Evaluation Committee appreciated the implementation timeline, integration of IFC and IBC, and ability to include attachments to PCRs for Airtraq records.

Negative Factors: There is no interface for Land Use, NFPA standards would need to be added above the basic package, and that Target Solutions interface may be possible but doesn't exist currently.

WATER on Scene
The Evaluation Committee awarded WATER on Scene 105 points based on the Offeror's response.

Front End and Data Capture: **42 pts**.

Positive Factors: WATER on Scene addressed the specifications listed for data input of text by camera and/or scan, and location "pin."

Negative Factors: Although the Proposal addressed the ability to input data from IDs, it appears the software isn't able to upload data from face sheets into demographic data fields.

Back End Data Organization, Storage, Analysis: **45 pts**.

Positive Factors: The Evaluation Committee believed that NEMSIS and NFIRS data would be able to be migrated into new system with language in the Proposal.

Negative Factors: It remained unclear as to whether any Mobile Integrated Health or Fire Prevention records could be uploaded into new system.

Compliance and Interface: **87 pts.**

Positive Factors: The Evaluation Committee determined that many of the relevant interfaces existed in the software or that APIs could be built to address many of the specifications.

Negative Factors: The NFPA codes don't appear to be fully supported, there is no existing interface for Target Solutions or Land Use, and the third party solution for Fire Prevention record management remains troubling.

Section IV. C, Business Specifications

Evaluation Factors:

Pass/Fail only. No points Assigned.

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

Offeror	**ImageTrend**	**WATER on Scene**
Score	**PASS**	**PASS**

Specifications:

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

Evaluation Factors:

Pass/Fail only. No points Assigned.

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

Offeror	**ImageTrend**	**WATER on Scene**
Score	**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).

Section IV.C.3, Costs (250 Total Points)

Offeror	ImageTrend	WATER on Scene
Score	239.3	250

Specifications:

The evaluation of each Offeror's cost proposal will be conducted using the following formula: (the two basic packages will be used to calculate the Cost score).

Evaluation Factors:

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

ImageTrend

$344,950.00
---------- X 250 = **239.3**
$360,381.28

*(Total years 1-4) The Evaluation Committee awarded ***239.3*** points based on the Offeror's response.

WATER on Scene

$344,950.00
---------- X 250 = **250**
$344,950.00

*(Total years 1-4) The Evaluation Committee awarded ***250*** points based on the Offeror's response.

Section IV.C.4, NM Preferences

	ImageTrend	WATER on Scene
NM Business Preference	None	None
NM Veterans Preference	None	None

Specifications:

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.

ImageTrend

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

WATER on Scene

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

Evaluation Summary

	ImageTrend	**WATER on Scene**
Section IV.B 1. Technical Specifications Organizational Experience **(200 Points)**	177.2	161.6
Section IV.B 2. Technical Specifications Organizational References **(90 Points)**	88.6	59
Section IV.B 4. Technical Specifications Mandatory Specification **(320 Points)**	299	252
Section IV.B 5. Technical Specifications Desirable Specification **(140 Points)**	113	105
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 **(250 Points)**	239.3	250
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	NONE	NONE
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	NONE	NONE
TOTAL POINTS AWARDED	**917.1**	**827.6**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation and scoring of the responsive Offerors proposals submitted, as detailed above, the Evaluation Committee respectfully recommends awarding a tentative contract/ agreement to Offeror**, ImageTrend**; receiving the highest score along the natural point-break; to perform the scope of work as outlined in the Comprehensive and Integrated Software Platform- Santa Fe Fire Department RFP #21/30/P. Awarding a contract/agreement to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, Fire Department and the City's clients.

Committee Signature Approval

Michael Suber
Michael Suber (Apr 23, 2021 11:09 MDT)

Apr 23, 2021

Name: **Michael Suber**
Evaluation Committee Member

Date

Andres J.Mercado
Andres J.Mercado (Apr 23, 2021 11:18 MDT)

Apr 23, 2021

Name: **Andres Mercado**
Evaluation Committee Member

Date

Geronimo Griego
Geronimo Griego (Apr 23, 2021 14:01 MDT)

Apr 23, 2021

Name: **Geronimo Griego**
Evaluation Committee Member

Date

Mario Martinez
Mario Martinez (Apr 23, 2021 14:30 MDT)

Apr 23, 2021

Name: **Mario Martinez**
Evaluation Committee Member

Date

William Brunson
William Brunson (Apr 27, 2021 12:59 MDT)

Apr 27, 2021

Name: **William Brunson**
Evaluation Committee Member

Date

Faith Applewhite
Faith Applewhite (Apr 27, 2021 13:02 MDT)

Apr 27, 2021

Name: **Faith Applewhite**
Department Procurement Manager

Date

***Chief Procurement Officer Signature Approval of the Evaluation Committee Report and recommendation for award.**

Fran Dunaway

4/22/2021

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Date

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Software

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **ImageTrend, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

B. "You" and "your" refers to **ImageTrend, Inc.**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work and as described in Exhibit "A" attached hereto:

The Scope of Work is broken into three categories: 1.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of January 1, 2022 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Contractor will:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    - MIH: create records-capture capability for prevention, response and follow up operations.
    - FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    - RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime**: Guarantee 99.5% uptime 24/7/365
- **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence

- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).

- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** CAD latitude and longitude data can be populated in the incident fields so long as the City's CAD Contractor collects and sends the data to Contractor. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the record to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Contractor will:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;
            - Allows customization of data fields;
            - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
            - Allows customization of workflow of records for QA and billing function;
            - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
            - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
            - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
        - EMS section:
            - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
            - Create custom reports as needed by SFFD staff.
        - MIH section:
            - Closed-call rules for prevention, response and follow up operations;
            - Create custom reports as needed by SFFD staff.
        - FP section:
            - Validation rules for plan review, fire inspections, certificates of compliance and investigations;
            - Create custom reports as needed by SFFD staff.
        - RMS section:

    - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
    - Create custom reports as needed by SFFD staff.
- **IT support:** supply on-call technical support as needed for users and administrators pursuant to the Service Level Agreement attached as Exhibit A and incorporated herein by reference.
- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
  Probabilistic matching: Provide functionality which allows front end users to select a particular individual from all patient care records through fields including but not limited to: first name, last name, patient address and social security number (complete or "last four") and which then downloads fields associated with that patient from past incident data including but not limited to: demographics, medical history, medications and allergies, billing information, practitioner information, vital signs, impressions, symptoms, device images and more. Also provide functionality solely within the Community Health module which allows administrators to lock a "master patient record" with certain information which can be added to but cannot be deleted or changed by a field provider. Also provide functionality to remove unwanted or duplicate entries and merge records of repeat patients manually when necessary by a user, with permission, within Elite Repeat Patient.
- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
    - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migration of legacy ePCR incidents in a compliant NEMSIS V3 xml format and legacy fire incident data in the standard NFIRS text file format.

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Contractor will:

- **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Integrate data with CAD Contractors via a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users.

- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.
- **Cardiac Monitor:** Create interface with cardiac monitors
    - Interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. EKG data transmission will be accomplished using Bluetooth, cable, or internet, depending upon EKG and device capabilities.
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Ability to interface with Target Solutions
- **Airtraq:** Ability to upload video files from AirTraq intubations to application and ability to attach PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. to individual ePCRs
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

3. Compensation

The City shall pay to the Contractor pursuant to the Compensation Sheet attached hereto as Exhibit B and incorporated herein by reference.

The total compensation under this Agreement shall not exceed $354,755.98, excluding 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.

The Software Licensing Terms Attachment attached as Exhibit C is incorporated herein by reference.

The Product Specific Terms Attachment attached as Exhibit D is incorporated herein by reference.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior

written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract. This provision does not apply to Contractor's hosting locations.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the

benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals RFP#21/26/P, including attachments thereto and written responses to questions and written clarifications ("Technical Proposal" dated February 23, 2021, "Cost Proposal" dated February 23, 2021, "Best and Final Offer" dated March 16, 2021 and "Request for: 1. Clarification of Cost

Response; and 2. Best and Final Offer"); (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City:
Andres Mercado
200 Murales Road
Santa Fe, NM 87501
ajmercado@santafenm.gov

To the Contractor:
ImageTrend, Inc.
Attn: Legal Counsel
20855 Kensington Blvd.
Lakeville, MN 55044
contracts@imagetrend.com

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

42. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
IMAGE TREND, INC.

_____
Joseph T. Graw

_____
President & COO

DATE: 9/17/2021
CRS# 03-403732-00-2
Registration # 231192

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Sep 13, 2021 08:29 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org.Name/Org.#

EXHIBIT A - SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. **Customer Support**

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. **Data Ownership**

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. **Data Protection**

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. **Suspension of Service**

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. **Availability**

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their Contractors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party Contractors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

EXHIBIT B - COMPENSATION SHEET

The prices below are based on the following SaaS transaction volumes, as provided by Client:
16,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount	Payment Notes
Community Health™ Add-on Setup	ELT.003.002.011	$1,500.00	1	$ 1,500.00	Project Kick Off Milestone*
Elite™ Rescue Setup	ELT.003.002.003	$7,245.00	1	$ 7,245.00	Project Kick Off Milestone*
Onsite Training Session - 8 Hours	ELT.006.003.004	$1,400.00	2	$ 2,800.00	Delivery***
Travel	ELT.006.003.008	$2,000.00	2	$ 4,000.00	Delivery***
Direct Messaging Connection Fee - Per Agency Connection	ELT.002.010.029	$200.00	7	$ 1,400.00	Site Available Milestone**
Webinar Training 2hr Session	ELT.006.003.009	$350.00	8	$ 2,800.00	Delivery***
Total One Time Fees				**$19,745.00**	

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount	Payment Notes
Elite™ Rescue - SaaS *Includes Elite™ Field	ELT.001.002.015	$28,972.00	1	$ 28,972.00	Site Available Milestone** / SaaS includes Support and Hosting
Standard Direct Messaging - EMS Agency	ELT.002.010.023	$1,950.00	1	$ 1,950.00	Site Available Milestone**
Investigations	ELT.001.002.018	$5,000.00	1	$ 5,000.00	Site Available Milestone**
CAD Distribution	ELT.002.007.001	$3,500.00	1	$ 3,500.00	Site Available Milestone**
Other CAD Contractor	ELT.002.007.019	$0.00	1	$0.00	
Auto Export to NEMSIS v3 Web Service	ELT.002.009.005	$3,500.00	1	$ 3,500.00	Site Available Milestone**
Mobile Fire Inspections - SaaS	ELT.001.002.014	$5,000.00	1	$ 5,000.00	Site Available Milestone**
Permits	ELT.001.002.021	$5,000.00	1	$ 5,000.00	Site Available Milestone**

Community Health™ Add-on	ELT.001.002.003	$7,500.00	1	$ 7,500.00	Site Available Milestone**
Continuum®	CTM.001.002.001	$6,000.00	1	$ 6,000.00	Site Available Milestone**
Continuum® EMS Content Package	CTM.001.002.002	$5,000.00	1	$ 5,000.00	Site Available Milestone**
Continuum® Fire Content Package	CTM.001.002.003	$5,000.00	1	$ 5,000.00	Site Available Milestone**
TeleStaff Distribution	ELT.002.011.004	$5,000.00	1	$ 5,000.00	Site Available Milestone**
Hospital Hub™ Distribution	ELT.002.010.007	$4,000.00	1	$ 4,000.00	Site Available Milestone**
Elite Site to Site Transfers	ELT.002.010.016	$500.00	2	$ 1,000.00	Site Available Milestone**
Vault™ Records with Attachments	ELT.001.002.036	$800.00	1	$ 800.00	Site Available Milestone**
Total Recurring Fees Year 1				**$87,222.00**	
*The Project Kick Off Milestone is complete when: 1) Client has been assigned an implementation coordinator; and 2) the Kick Off Call has occurred.					
** Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.					
*** Training & Travel Fees shall be invoiced in advance of delivery of all training sessions.					

Annual Fees Summary	
Year	**Amount**
Year 1 (FY22) $7,268.50/month x up to 9 months (10/1/2021 to 6/30/2022) plus all One Time Fees	$ 85,161.50
Year 2 (FY23) Base Recurring Fees Rate	$ 87,222.00
Year 3 (FY24) Year 2 ($87,222) + 3% annual increase ($2,617)	$ 89,838.66
Year 4 (FY25) Year 3 ($89,839) + 3% annual increase ($2,695)	$ 92,533.82
Not to Exceed for 5 Years	**$ 354,755.98**

Send Invoices To:

Andres Mercado
ajmercado@santafenm.gov
200 Murales Rd., PO Box 909
Santa Fe, New Mexico 87504

Payment Terms:

1. Except for Training and Travel Fees and Direct Messaging Connection Fee, "One Time Fees" for set up are due once upon project kick off. ImageTrend will designate an implementation coordinator. The

implementation coordinator will schedule a "Kick Off Call" with Client where the implementation coordinator outlines the implementation process, gives an overview of the Client's order, and starts discovery of how the Client's processes work. This Project Kick Off Milestone is complete when: 1) Client has been assigned an implementation coordinator; and 2) the Kick Off Call has occurred.

2. The "Direct Messaging Connection Fee - Per Agency Connection" one time fees are due once upon Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

3. Training and Travel Fees will be invoiced at the time of delivery of each training session.

4. "Recurring Fees" are annual fees which recur each year. The Recurring Fees shall be prorated from Site Available through June 30, 2022 in the amount of $7,268.50 per month. The prorated amount shall be invoiced upon Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

5. Commencing July 1, 2022 and annually thereafter, the total Recurring Fees shall be invoiced. The Recurring Fees will escalate in price annually by 3% beginning on 07/01/2023 and each year thereafter.

6. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.

7. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.

8. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

EXHIBIT C - SOFTWARE LICENSING TERMS ATTACHMENT

The following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems excluding incidents relating to Mobile Integrated Health services.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement hereto as provided in Section 1 below.

1. GRANT OF LICENSE TO SOFTWARE.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Agreement for such time as listed in said Agreement. During the term of the Agreement, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information. Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

3. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in the Agreement. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, included here as Exhibit A.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

4. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

5. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://ImageTrend.uservoice.com/.

6. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data

export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

7. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

8. DE-IDENTIFICATION

ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at http://dx.doi.org/10.6028/NIST.IR.8053). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

9. GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP

All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under this Agreement and in accordance with the license granted herein, conditioned upon full payment of the Agreement from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of this Agreement. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing this Agreement shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Agreement. In the case of ImageTrend Software products licensed herein, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Agreement. Subsequent agreements may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in a future agreement, the terms of this Agreement shall control. Any right not hereby granted is reserved.

EXHIBIT D -- PRODUCT SPECIFIC TERMS ATTACHMENT

LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

"NEMSIS" is the National Emergency Medical Services Information System (NEMSIS), and provides standardized data formats for submission of EMS Data.

"Legacy Data" means data originated by any system which is not ImageTrend Elite

"Legacy Data System" means the particular software application which generated, stored, or created the Legacy Data.

IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

IMAGETREND VAULT™ LICENSING TERMS

- Notwithstanding anything in this Agreement to the contrary, CLIENT is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted reserved by ImageTrend.

- Client shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement as described in this Exhibit, and such license shall expire simultaneously with this Agreement.

- ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (e.g. fees on Renewal Terms or subsequent Agreements of the parties, after expiration of this Agreement or its Initial Term) in accordance with the then-current price.

Description

- ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge ("ImageTrend Version 2 Products") products. These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend "IT" flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.

- ImageTrend Vault can import NEMSIS 2.2.1 standardized Legacy Data with the following limitations:

  i. NEMSIS 2.2.1 XML Legacy Data from non-ImageTrend Contractors may be imported into ImageTrend Vault provided the NEMSIS 2.2.1 XML Legacy Data is the same compatible format as the NEMSIS 2.2.1 XML Legacy Data System's State NEMSIS submission and otherwise conforming with the NEMSIS Data Dictionary v2.2.1 available at https://nemsis.org/media/nemsis_v2/documents/NEMSIS_Data_Elements_Definitions_v2.2.1.xls ("Conforming Legacy Data File"). It shall be the CLIENT and/or CLIENT Contractor's responsibility to ensure ImageTrend is supplied with a conforming NEMSIS 2.2.1 XML Legacy Data file.

  ii. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from CLIENT's ImageTrend Version 2 Product(s) utilizing ImageTrend tools, or 2) importing a Conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after

ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend's sole discretion. CLIENT shall have the option to contract ImageTrend to undertake this work per "Creation of Statements of Work" below.

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 ImageTrend, Inc. 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 use or disclose PHI as required by law.

2. Business Associate agrees to make uses and disclosures and requests for PHI consistent with covered entity's minimum necessary policies and procedures.

3. 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
Signature: _____
Title: JAREL LAPAN HILL,CITY MANAGER
Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY McCOY, FINANCE DIRECTOR

Agreed to by:
BUSINESS ASSOCIATE:
Name: Joseph T Brown
Signature: _____
Title: President
Date: 9/17/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2021

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
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Jessica Rayman
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS: Jessica.Rayman@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Travelers Cas & Surety Co of America	31194
INSURER D : Indian Harbor Insurance Company	36940
INSURER E : Steadfast Insurance Company	26387
INSURER F :	

INSURED IMAGEINC4
ImageTrend, Inc.
20855 Kensington Blvd
Lakeville MN 55044

COVERAGES **CERTIFICATE NUMBER:** 1481941318 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	41UUNZT8493	6/15/2021	6/15/2022	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 HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	41UUNZT8493	6/15/2021	6/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	41HUZT7339	6/15/2021	6/15/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	41WEAB6LMI	6/15/2021	6/15/2022	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 E C	Tech E&O and Cyber Liability Third Party Crime	Y Y	Y Y	MTP904334800 EOC414934700 107170808	6/15/2021 6/15/2021 6/15/2021	6/15/2022 6/15/2022 6/15/2022	Per Claim/Aggregate Per Claim/Aggregate Per Claim/Aggregate	3,000,000 3,000,000 1,000,000

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

Continued Coverages:
XS Tech E&O/Cyber Liability; Policy #661012301; HSB Specialty Insurance Company, NAIC #11452; Per Claim/Aggregate $3,000,000
XS Tech E&O/Cyber Liability; Policy #LHZ789811; Landmark American Insurance Company, NAIC #0012; Per Claim/Aggregate $1,000,000

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company B, C, D & E is subject to the statutes and regulations of surplus lines carriers.
City of Santa Fe their officials, officers, employees, and agents are Additional Insured on a primary and non-contributory basis as required by written contract or See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Murales Road, 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: IMAGEINC4

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	ImageTrend, Inc. 20855 Kensington Blvd Lakeville MN 55044
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

agreement limited to the General Liability coverage. A Waiver of Subrogation applies in favor of the certificate holder for General Liability with respect to work performed by the named insured for specifically referenced jobs or as required by written contract or agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

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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: IMAGETREND, INC.
DBA: IMAGETREND, INC.

Business Location: 20855 KENSINGTON BLVD
LAKEVILLE, MN 55044

Owner: IMAGETREND, INC.

License Number: 231192

Issued Date: September 17, 2021

Expiration Date: September 17, 2022

CRS Number: 03403732002

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

IMAGETREND, INC.
20855 KENSINGTON BLVD
LAKEVILLE, MN 55044

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ImageTrend, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
20855 Kensington Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Lakeville, MN 55044

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	1	–	1	9	0	3	8	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/13/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Signature: Andres J. Mercado (Oct 15, 2021 12:44 MDT)

Email: ajmercado@santafenm.gov

Signature: Paul Babcock (Oct 15, 2021 12:57 MDT)

Email: prbabcock@santafenm.gov

City of Santa Fe, New Mexico

memo

Date: October 28, 2021

To: Quality of Life
Finance Committee
City Council

From: Erin K. McSherry, City Attorney EM

Subject: Budget Amendment Resolution (BAR)

ITEM & ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of Two Hundred Ninety-Two Thousand, Three Hundred Thirty-Six Dollars ($292,336) to record receipt of settlement revenue and pay for the Legal Services provided by Gallagher & Kennedy, P.A., Pursuant to Settlement Agreement between the City of Santa Fe and the New Mexico Department of Taxation and Revenue Department in 2021.

ACTION REQUESTED:

The City Attorney's Office requests approval of the attached Budget Adjustment Resolution in the amount of $292,336 to pay counsel from the settlement funds, consistent with the attached Settlement Agreement.

Org. 1002550/Obj Code. 510200

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

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

DEPARTMENT / DIVISION NAME	DATE
City Attorney's Office	10/26/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Legal Services	1002550	510200		292,336	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Settlement Funds	1000001	470250		(292,336)	
				$ -	$ -

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

Request for Approval of a Budget Amendment Resolutions (BAR) in the Amount of Two Hundred Ninety-Two Thousand Three Hundred Thirty-Six Dollars ($292,336) to record receipt of settlement revenue and pay for the Legal Services provided by Gallagher & Kennedy, P.A, Pursuant to Settlement Agreement between the City of Santa Fe and the New Mexico Department of Taxation and Revenue Department in 2021.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Irene Romero — 10/26/2021
Prepared By *{print name}* — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 28, 2021
Andy Hopkins (Oct 28, 2021 11:40 MDT)
Budget Officer — Date

Division Director Signature *{optional}* — Date

Oct 28, 2021
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Gallagher&Kennedy

Gene F. Creely II
Of Counsel
Direct: (505) 989-7312
Email: gene.creely@gknet.com

October 21, 2021

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION
VIA EMAIL AND FIRST CLASS MAIL

Ms. Erin K. McSherry
City Attorney
City of Santa Fe
P.O. Box 909
200 Lincoln Avenue
Santa Fe, NM 87504

Client: City of Santa Fe
Matter: No. D-202-CV-2018-08036, City of Albuquerque, et al v. New Mexico Taxation and Revenue Department, in the Second Judicial District of New Mexico

Dear Ms. McSherry:

The Department has advised that the distributions (i.e. settlement payments) required under the Mediation Settlement Agreement should have been made. Under the settlement agreement, we have fifteen (15) days to confirm receipt of the distributions. We request that you confirm receipt of the distribution on your end as soon as possible (and no later than October 29, 2021).

Also, attached you will find our firm's invoice in the amount of $291,386.50 which represents our contingency fee and GRT thereon owed under our fee agreement.[1] This invoice is due and payable following receipt of your distribution. Please arrange for the timely processing of this invoice for payment. Also, for such purposes, attached is a copy of our firm's W-9 form.

It has been an honor to represent the City of Santa Fe, along with other local governments, in this matter. We are pleased that we have been able to achieve a favorable settlement for all of the local

[1] As previously discussed, if you were previously billed for expenses associated with this case, we are waiving payment of those expenses. If you previously paid a bill for expenses in this case, your invoice includes a credit in the amount paid. Also, Gallagher & Kennedy is taking care of the fees incurred by the New Mexico Municipal League related to the development of this case, so you will not owe any part of your settlement recovery to the New Mexico Municipal League.

governments that we have represented in this matter. We have enjoyed working with you, as well as the representatives of the other local governments, to this conclusion of the matter.

Please let us know if you have any questions relating to this matter. Also, please let us know if we can assist you on any other matters.

Very truly yours,

GALLAGHER & KENNEDY, P.A.

BY:

Gene F. Creely II

cc: Dalva L. Moellenberg
Anthony J."TJ" Trujillo
Scott Woody

Enclosures:
G&K invoice
G&K W-9 form

Billing Questions
602-530-8282

Gallagher&Kennedy

Tax Identification Number
Federal 86-0489397

October 21, 2021

City of Santa Fe
Attn: Irene Romero
P.O. Box 909
Santa Fe, NM 87504

Invoice #:	10142021
Client #:	31689
Matter #:	0023
Billing Attorney	DLM

INVOICE SUMMARY

For professional services rendered and costs advanced through October 21, 2021

RE: City of Santa Fe vs. NM Taxation and Revenue Department
Risk Management Claims File No.
GL-09-13397

Contractual Contingency Fee	$	269,589.19
Gross Receipt Tax	$	22,746.59
Sub-Total for Contractual Contingency Fee	**$**	**292,335.78**
Contractual Costs Billed	$	949.28
Offsetting Credit for Costs Billed	$	-949.28
Sub-Total for Contractual Costs	**$**	**0.00**
Credit for Previously Billed and Paid Costs	$	-949.28
TOTAL BALANCE DUE	**$**	**291,386.50**

THIS STATEMENT DOES NOT INCLUDE CHARGES FOR ANY EXPENSES INCURRED BUT NOT YET RECEIVED BY THIS OFFICE.

Billing Questions
602-530-8282

Gallagher&Kennedy

Tax Identification Number
Federal 86-0489397

October 21, 2021

City of Santa Fe
Attn: Irene Romero
P.O. Box 909
Santa Fe, NM 87504

Invoice #:	10142021
Client #:	31689
Matter #:	0023
Billing Attorney	DLM

REMITTANCE ADVICE

RE: City of Santa Fe vs. NM Taxation and Revenue Department

BALANCE DUE THIS INVOICE $ 291,386.50

Please return this advice with payment to:

Gallagher & Kennedy
Attn: Accounts Receivable
P.O. Box 32159
Phoenix, Arizona 85064-2159

TERMS: NET 30 DAYS

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GALLAGHER & KENNEDY, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
2575 East Camelback Road, Suite 1100

Requester's name and address (optional)

6 City, state, and ZIP code
Phoenix, AZ 85016

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
8	6	–	0	4	8	9	3	9	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
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3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Kathy A. Hai | **Date** ▶ 1/1/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City of Santa Fe, New Mexico
Memorandum

Date: November 1, 2021

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

From: Jesse Guillen, Legislative Liaison
Kyra Ochoa, Community Health and Safety Department Director

RE: Extension of Term for Community Health and Safety Task Force

---

EXECUTIVE SUMMARY:

A Resolution updating the terms of Resolution No. 2021-17, to extend the duration of the term of the Community Health and Safety Task Force through the end of calendar year 2022.

BACKGROUND:

The Community Health and Safety Task Force was formed by Resolution No. 2020-29 to examine ways in which the City's community health and safety services can work together as complementary parts of an overall strategy for the benefit of public health and safety of all residents of Santa Fe. Resolution 2021-17 extended the original 6-month term of task force through the end of calendar year 2021 as well as allowing for additional task force members, changing the task force composition, and exempting the task force from certain open meetings act requirements. The reason to extend the term for another calendar year is to allow the task force to conduct an extensive community outreach process, analyze the results of that process, and make recommendations based on the analysis.

ACTION REQUESTED:

Approve the passage of a resolution extending the duration of the term of the Community Health and Safety Task Force through the end of calendar year 2022.

ATTACHMENTS:

Resolution
FIR
Resolution No. 2020-29
Resolution No. 2021-17

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Renee Villarreal

A RESOLUTION

UPDATING THE TERMS OF RESOLUTION NO. 2021-17 TO EXTEND THE COMMUNITY HEALTH AND SAFETY TASK FORCE'S TERM THROUGH THE END OF CALENDAR YEAR 2022.

WHEREAS, Resolution No. 2020-29 established the Community Health and Safety Task Force ("Task Force"); and

WHEREAS, Resolution No. 2021-17 extended the duration for which the Task Force would continue meeting until the end of the calendar year 2021; and

WHEREAS, the Task Force has determined that additional time is needed to complete the community outreach responsibilities of the Task Force as established in Resolution No. 2020-29.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the terms governing the Community Health and Safety ("CHS") Task Force are hereby updated as follows:

Section 1. PURPOSE: the purpose of the CHS Task Force is to examine ways in which the City's community health and safety services can work together as complementary parts

of an overall strategy for the benefit of public health and safety of all residents of Santa Fe.

Section 2. DUTIES AND RESPONSIBILITIES: The CHS Task Force shall accomplish the following tasks:

A. Assess SFPD's and SFFD's internal operations, policies, procedures and practices, with attention to data-informed local and national research. Some aspects that may be assessed, depending on the task force identified priorities, include, but are not limited to: examining SFPD's use of force policies, professional standards and ethics, officer and department trainings, equipment and weapons, staffing, workloads, calls for service, 9-1-1 call handling and dispatch services, among other matters;

B. Assess ways the SFPD and SFFD can connect with all facets of the community to provide safety and offer services while engendering trust and mutual respect;

C. Assess the ways the SFFD, Emergency Management, Community Services, and the SFPD can provide mutual support in achieving their shared missions to keep the residents of Santa Fe healthy and safe;

D. Examine City programs, such as MIHO, THRIVE, CONNECT and others to find existing initiatives that can be building blocks for future cross-department collaboration;

E. Explore types of calls for service that could be better handled or responded to by human service or social science field professionals;

F. Provide an opportunity for a broad cross-section of the Santa Fe community to give advice and offer their experiences, expertise and ideas that will help improve the quality and consistency of community health and safety;

G. Examine such other matters as the co-chairs and members of the Task Force may deem relevant to their mission or related to the general purpose of the Task Force, which may include exploring innovative approaches to community health and safety, reimagining the current structures and systems in which the City currently operates, and examining root causes of

identified problems; and

H. Provide periodic reports and recommendations to the Governing Body.

Section 3. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The CHS Task Force membership shall consist of eleven to fifteen members appointed by the mayor with the approval of the Governing Body. Two of the members shall be city councilors and the remaining shall be members of the general public with experience or knowledge in community health, public safety, restorative justice, and/or social or racial justice and community work, who reside within the municipal boundaries of the City of Santa Fe; at least four of the general public members shall be selected from each of the City districts, with five to nine members serving in an at-large capacity, with a balance of representation from all districts.

B. *Officers*. The appointed city councilors may serve as co-chairs of the Task Force or members of the CHS Task Force may decide if they want to select another Task Force member or members to serve as chair or co-chairs.

C. *Terms*. Members shall serve until they complete their duties and responsibilities as set forth above.

D. *Compensation*. Members shall not receive compensation for their service on the CHS Task Force.

Section 4. VACANCIES: Vacancies on the CHS Task Force shall be filled in the same manner as initial appointments.

Section 5. MEETINGS; DURATION:

A. The CHS Task Force shall meet at least once per month and shall conduct public meetings to discuss and develop recommendations related to the duties and responsibilities described above.

B. In order to be successful, the CHS Task Force needs to safely meet and engage with its members and segments of the population who have been historically or are currently

disenfranchised, experienced personal trauma, and/or who may not feel comfortable speaking openly to the public about their lived experiences with law enforcement. Therefore, it is imperative that the CHS Task Force members feel comfortable expressing their viewpoints among their fellow members in a safe and supported environment.

C. The CHS Task Force may hold its meetings without observing the Open Meetings Act or Robert's Rules of Order in order to facilitate a comfortable forum for conversations with members of the community that feels safe and where Task Force members and community members can be transparent and open about their experiences, expertise, and observations. The CHS Task Force may hold occasional public meetings to provide regular updates to the public and offer opportunities for public engagement.

D. The CHS Task Force shall host a series of community conversations to gather insight into the concerns and ideas of community members to ensure that the city's health and safety strategies are guided by community input.

E. The CHS Task Force shall convene a series of focus groups around the city to learn how health and safety issues affect communities, families, and individuals, and how current City policies can be improved. Focus groups should represent specific constituencies that are affected by the city's current health and safety policies.

F. Unless further extended by the Governing Body, the CHS Task Force shall conclude its work [~~by~~] on or before December 31, [~~2021~~] 2022. The City shall appropriate funding to accomplish the provisions of paragraphs D. and E. above.

Section 6. STAFF LIAISON: The City Manager shall appoint an appropriate staff member to serve as the liaison to the Task Force.

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

_____

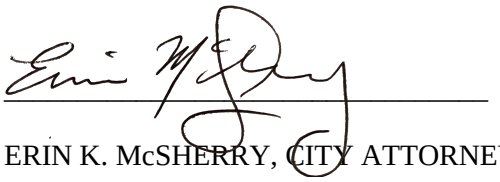
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/CHS Task Force Time Extension

FIR No. 10366

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): CHS Task Force Time Extension

Sponsor(s): Councilors Rivera and Villarreal

Reviewing Department(s): _____

Staff Completing FIR: Kyra Ochoa, Jesse Guillen Date: 11/1/21 Phone: 955-6603

Reviewed by City Attorney: _____ Date: Nov 1, 2021

Reviewed by Finance Director: _____ Date: _____

Summary:
The extension of the timeline in itself has no fiscal impact, but it will also require one year of facilitation at a contracted cost of $20,000.

Departments Affected:
Community Health and Safety Department, City Attorney's Office.

Consequences of Not Enacting Legislation:
Duties and responsibilities of the Health and Safety Task force as set out in Resolution 2020-29 would not be completed. Staff is not aware which duties and responsibilities have been completed to date, but have been made aware from Councilors that more time is needed to do so.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This is the second extension of duration since the original Resolution 2020-29, which established a 6-month duration. The first, Resolution 2021-17, extended the duration for one year.

Performance and Administrative Implications:
Staff will need to identify additional revenue and process contract(s) for facilitation services.

Fiscal Implications:
$20,000 for one year of facilitation.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$		R		
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 20k	$	$		NR		
Operating	$	$	$				$
Total:	$ 20k	$	$				$ TBD

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

Expenditure Narrative:

The first contract for facilitation for $10,000 was expended in April of 2021. The current contract for facilitation is in the amount of $10,000. This contract expires in March of 2022. If additional facilitation is needed, the funding source for an additional $20,000 will need to be identified to procure additional facilitation services to coincide with the extension of the task force work timeline. In addition, $40,000 has already been identified in the Community Services Department's budget for a community engagement contractor.

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: The revenue source for the $20,000 in expenditures has not yet been identified.

Signature:

Email: jbguillen@ci.santa-fe.nm.us

Signature:
Kyra Ochoa (Nov 1, 2021 16:34 MDT)

Email: krochoa@ci.santa-fe.nm.us

City of Santa Fe, New Mexico

Santa Fe Regional Airport

MEMO

DATE: October 25, 2021

TO: Finance Committee/Public Works/Public Utilities/ City Council

FROM: Mark Baca, C.M., Airport Manager MB

ISSUE: Gate 13 LLC to Gate 13 Hangar Condominium Association Lease Assignment

SUMMARY:
Gate 13 LLC, currently leases property at the Santa Fe Airport, a copy of the lease is attached as Exhibit A. Paragraph 15 of the lease allows Gate 13 LLC, to assign the lease to another party, but the City must provide written consent for the assignment of the lease. Gate 13 LLC, wants to assign its interest in the lease to "Gate 13 Hangar Condominium Association." The Airport Manager does not object to the assignment of the lease to "Gate 13 Hangar Condominium Association" and recommends the Governing Body approve the assignment of the lease. The assignment does not change any of the terms or conditions of the lease.

BUDGET:
This lease assignment has no financial impact to the City of Santa Fe Regional Airport.

SCHEDULE:

Finance Committee	11/01/2021
Public Works/Public Utilities	11/08/2021
City Council	11/10/2021

REQUESTED ACTION:
Approve assignment of lease from Gate 13, LLC to Gate 13 Hangar Condominium Association.

ATTACHMENTS:
Exhibit A – Gate 13, LLC Lease agreement
Exhibit B – Gate 13 Hangar Condominium Association Lease assignment

ITEM # 18-0188

SANTA FE REGIONAL AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 28th day of February 2018, by and between the CITY OF SANTA FE, NEW MEXICO, a municipality and political subdivision of the State of New Mexico ("Lessor"), and Gate 13 LLC, a New Mexico Limited Liability Corporation ("Lessee") (collectively, the "Parties").

WHEREAS, Lessor owns and operates the Santa Fe Regional Airport ("Airport"), and is desirous of leasing to Lessee certain premises at said Airport; and

WHEREAS, Lessee is desirous of constructing one or more hangars for the purpose of storing aircraft and renting hanger space to third parties; and

WHEREAS, the Parties have the right and power to enter into this Lease for the purposes and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. EFFECTIVE DATE.

This Lease shall become effective forty-five (45) days after the date it is adopted and approved by the Governing Body of the City of Santa Fe, unless a referendum is held pursuant to Section 3-54-1 NMSA 1978, and upon execution by the Parties (the "Effective Date"); however, this Lease shall be fully executed no later than April 4, 2018.

2. LEASED PREMISES.

Lessor leases to Lessee and Lessee leases from Lessor that certain real property located at the Airport and identified as Lease Parcels L9B, L10 and L11 as more particularly shown on Exhibit A attached hereto and made a part hereof, containing 4,290, 13,500 and 13,500 square feet respectively totaling 0.7183 acres more or less (collectively, the "Premises"), together with the unimpeded and unlimited right of access thereto from a road to be built by Lessee. Lessor acknowledges and agrees accepts that Lot L9B is subject to a 2,025 square foot utility easement and contains a 435 square-foot area where overhead power lines and a pole are located, rendering 2,460± square feet of Lot L9B unusable, since the easement area cannot be built upon and power lines cannot be built underground.

3. USE OF THE PREMISES AND RIGHT TO CONSTRUCT.

A. Lessee shall use the Premises solely for the purpose of constructing aircraft hangars and related improvements (the "Improvements") for storage of aircraft and for sublease to others for storage of personal or business owned aircraft, conduct of aircraft-for-hire business or other similar aircraft related businesses. No other commercial business activities of any kind shall be conducted on the Premises by Lessee or its sublessees. No vehicle of any type shall be parked on the Premises or inside any hangar except those used for transportation to and from the Premises. No long term parking or storage of any other vehicle shall be permitted unless specifically approved in writing as an exception by Lessor, and if the hangars' primary use

remains as aircraft storage. Lessor reserves the right to revise vehicle parking provisions of this Article 3A at any time Lessor may deem necessary with not less than thirty (30) days advance written notice to Lessee.

B. Lessee shall have the right to erect and maintain such Improvements upon the Premises as are depicted on Exhibit B attached hereto, provided such Improvements are consistent with the then applicable Airport Master Plan, Airport Minimum Standards Ordinance, the Building Code Requirements of the New Mexico Construction Industries Division, and any City of Santa Fe ordinance. Title to such Improvements, installations, and equipment, shall remain in the Lessee during the term of this Lease and Lessee shall have the right to remove the Improvements and equipment at any time during the term of the Lease. Upon expiration of this Lease the Lessee has the option to remove all Improvements within thirty (30) days. If the Lessee does not wish to exercise this option then title to such Improvements as remain shall pass to Lessor.

C. Lessee shall, at its own expense, prepare plans and specifications for the Improvements which shall be submitted to and approved by the Airport Manager prior to any construction commencing. Lessor assumes no liability or responsibility for any defect in any Improvements constructed from such plans or specifications.

D. Lessee must commence construction of the Improvements within twelve (12) months of the effective date of this Lease, and complete construction of the Improvements within twenty-four (24) months thereafter or this Lease will be null and void, provided, however, that the commencement and completion times may be extended on a day-for-day basis for delays caused by adverse weather or other unforeseen circumstances as determined by the Airport Manager.

E. The Premises is not directly served by any access road, although Lessor has plans to construct such an access road in the future by extending the existing access road located on Airport Property adjacent to Lot 9A as shown in Exhibit "B" attached hereto. The Access Road extension shall be constructed by the Lessee and be 22 feet wide with 25 foot radius corners where required and constructed of asphalt to airport standards. Access road construction shall be consistent with the then applicable Airport Minimum Standards Ordinance, the Building Code requirements of the New Mexico Construction Industries Division, the building code requirements of the City of Santa Fe, any City of Santa Fe ordinance and existing lease agreement easements; if any. Any gate constructed by Lessee shall include powered operation and code activated entry controls and shall be placed in the chain link fence bordering the west side of Aviation Drive and shall be constructed to airport standards. Title to such gate and access road shall become the property of the Lessor upon completion of construction. Lessor will assume all responsibility for repair, maintenance and replacement of said gate and access road upon completion of construction.

F. The Premises are not directly served by any sewer line. Lessee shall connect to the existing airport pressure sewer line that is located approximately at the southeastern corner of lot 9B. If this sewer line cannot be located or is not suitable, Lessee may construct a new sewer line from the east property line of Lot to the existing airport pressure line approximately four hundred (400) feet to the southeast which shall meet the Wastewater Management Division's minimum standards. This sewer line shall be designed, sized, and constructed to accommodate future connections from all remaining Lots north of the Premises to the degree that future usage can be

reasonably predicted. Title to such sewer line shall become the property of the Lessor upon completion of construction.

G. Portions of the Premises are served by a taxiway the centerline of which is located no farther than one hundred and forty (140) feet from the Premises. Lessee shall have the right to construct an apron or other pavement to provide access from said Premises to said taxiway, at no cost to Lessor and subject to approval by the Airport Manager, providing such apron or similar pavement construction is consistent with the then applicable Airport Minimum Standards Ordinance, the Building Code requirements of the New Mexico Construction Industries Division, the building code requirements of the City of Santa Fe, then applicable Santa Fe City Code provisions or Santa Fe ordinances, existing lease agreement easements, and applicable FAA apron or pavement construction requirements and standards, if any. Title to such apron or pavement construction shall become the property of the Lessor upon completion of construction. Lessor will assume all responsibility for repair, maintenance and replacement of said pavement upon completion of construction.

H. Lessee must receive prior written approval from Lessor and Lessor will obtain all approvals from the Federal Aviation Administration for any and all Improvements to be placed on the Premises. Lessee shall provide a schedule for completion dates of all Improvements at the time plans for construction or alterations are presented to the Lessor for review and approval, which approval will not be unreasonably withheld. Prior to commencing construction of any Improvements on the Premises, Lessee must demonstrate its financial capability to complete and pay for such construction by way of an irrevocable letter of credit, irrevocable financing commitment, performance bond or other means satisfactory to Lessor.

I. Lessee shall have the right to remodel, remove, demolish or destroy any of the Improvements constructed by Lessee on the Premises without compensation to Lessor, so long as the Premises are left in a safe and sightly condition and provided that Lessor has received the prior written consent of Lessor for such action, which consent shall be provided within not less than thirty (30) days and shall not be unreasonably withheld.

J. Lessor may control access to leasehold from the Eastern access road by installing new or maintaining existing chain link fencing and a powered and code activated nonexclusive use vehicle access security gate and as depicted in Exhibit "B". Lessee shall be allowed to move the existing powered and code activated gate located on the south end of the Premises to the east side of the Premises along Aviation Drive as depicted on Exhibit "B" at no cost to Lessor and subject to approval by the Airport Manager. All gates shall remain secured at all times. Lessee shall not interfere in any way with the use of these security gates by authorized airport vehicles, emergency vehicles or other authorized vehicles or authorized personnel traveling to adjacent or nearby properties. Lessee shall unconditionally grant access to these adjacent or nearby properties by allowing said vehicles or personnel to travel across the Premises utilizing the most direct route. Lessee shall take no action intended to delay or discourage use of these security gates or access to said properties. For the purposes of this paragraph, "authorized" means, vehicles or personnel who have been provided with keys or codes necessary to activate these gates by airport management, Lessee, or other airport leaseholders.

4. TERM OF LEASE.

A. Term. This Lease shall be for a thirty (30) year term beginning on the Effective Date (the "Initial Term"). Upon expiration or other termination of the Initial Term or any Renewal Term as provided for herein, Lessee shall peacefully surrender and vacate the Premises.

B. Option to Renew. The Lessor hereby grants to Lessee the option to renew this Lease Agreement for two additional five (5) year terms (each five (5) year period a "Renewal Term"). The terms and conditions of such Renewal Term shall be the same terms and conditions as are set forth in this Lease Agreement except for ground space rent which shall increase from the rate in effect at the end of the previous lease term pursuant to Article 6, Paragraph A and Paragraph C of this Lease Agreement. Provided, however, that at such time as either Renewal Term is exercised, this Lease Agreement will be amended to conform to all federal and other regulations and grant requirements related to the Airport development and operation. Lessee shall notify Lessor in writing of its intention to exercise the renewal option not less than three (3) months before the expiration of the Initial Term; otherwise, the option shall be deemed to have been waived. At the expiration of this Lease Agreement, Lessee shall, at Lessor's sole discretion, be afforded the opportunity to negotiate and enter a new Lease Agreement with the City of Santa Fe for use of the Premises.

C. Termination. Lessee may terminate this Lease at any time, by giving sixty (60) days prior written notice to Lessor, or otherwise in accordance with Paragraph 11 of this Lease. Lessor may terminate this Lease in accordance with Paragraph 10 of this Lease. Upon termination of this Lease by either party, Lessee's rights to use the Premises shall cease and Lessee shall peacefully vacate the Premises, removing its Improvements, personal property, including, without limitation, items such as signs, trade fixtures, hoists, and conveyors, at its own expense within forty-eight (48) hours of written notification of termination by Lessor. All permanent leasehold Improvements shall, upon termination, be and become the property of Lessor, unless provided otherwise elsewhere in this Lease. Termination by Lessor shall not relieve the Lessee of liability for any damages sustained by Lessor caused by Lessee's breach of this Lease.

5. HOLDOVER.

In the absence of a new lease agreement entered into before the expiration of the Initial Term or any Renewal Term under this Lease, Lessee shall be allowed to hold over for a period not to exceed sixty (60) days from the expiration date of such term. Holding over by Lessee after the expiration of the Initial Term or any Renewal Term under this Lease, whether with or without the consent of Lessor, shall not operate to extend or renew this Lease. Any such holding over shall be construed as a tenancy from month to month at the rents reserved in this Lease under the terms herein.

6. RENT AND FEES.

Lessee agrees to pay to Lessor, at the office of the Airport Manager, at the Airport, or at such place as Lessor may designate from time to time, for the use of the Premises the following rents and fees:

A. Ground Space Rent. Lessee shall pay to Lessor as annual rent for the Premises ("Annual Rent") Five thousand and four and 00/100 Dollars ($5,006.40). Annual Rent is calculated at a rate of Sixteen Cents ($ 0.16) per usable square foot for the Premises.

B. Schedule of Payments for Ground Space Rent. The fixed rental as Provided in Paragraph 6A (above) shall be payable to Lessor annually in advance on the anniversary of the effective date of this Lease.

C. Adjustments to Annual Rent. The Annual Rent as computed above shall be adjusted at the end of every year during the Initial Term and any Renewal Term with an increase of Two Percent (2%) per annum. The required lease payments are shown in Exhibit D, Payment Schedule.

D. Percentage of Gross Receipts Fees. Lessee shall pay to Lessor the following: A sum equal to Two Percent (2%) of the adjusted gross receipts from all business conducted and carried on by Lessee upon the Premises. In addition, Lessee shall require that any corporation member or sublessee conducting any aircraft-for-hire or other aviation related business notify Lessor of the intent to conduct such business, and require that any sublessee conducting any aircraft-for-hire or other aviation related business pay to Lessor the following: A sum equal to Two Percent (2%) of the adjusted gross receipts from all business conducted and carried on by sublessees upon the Premises. The term "adjusted gross receipts" as used in this Lease shall mean the aggregate amount of all sales made, and services performed, for cash, on credit or otherwise, of every kind, name and nature. Adjusted gross receipts shall also include the aggregate value of all goods, wares and merchandise received for property services, at the selling price thereof, as if the same had been sold for cash. There shall be excluded from adjusted gross receipts: (a) federal, state and municipal sales taxes, excise taxes, gross receipts taxes and all other similar taxes separately stated and/or collected from customers; and (b) bad debts and uncollectible accounts. This adjusted gross receipts fee shall be increased or decreased at such time as any other similar lease fee is adjusted or implemented. This adjusted gross receipts fee is due and payable annually within Thirty (30) days of the end of each calendar year for the preceding calendar year. Lessee, upon notification by the Airport Manager of any sublessee in default of this requirement, shall require that the sublessee in default vacate the Premises within 30 calendar days from receipt of said notification.

E. Security and Fire Protection Fees. Lessor reserves the right to impose fair and equitable fees for security and fire protection should such services be provided by Lessor and imposed on other similar leases

F. Late Payment Penalty. If the fixed rental payment as provided in Paragraph 6A and 6C (above) is not received within the twenty-five (25) days of its due date, Lessee shall pay a finance charge of 1.5% per month (18% annually) on such past due payment for each month or partial month thereafter that any payment due is not made.

G. Annual Statement. If Lessee generates any applicable gross revenues described in Paragraph 6D (above), Lessee shall submit via electronic mail a detailed statement to Lessor to accompany the annual payment, on a form satisfactory to Lessor, that shows the gross revenues of Lessee upon which compensation to Lessor is payable under this Lease for the preceding calendar year, which statement shall be subscribed and sworn to as correct by Lessee or certified by a licensed

accountant. The statement shall show such reasonable detail and breakdown by Lessee's payment for gross receipts percentage fees due. Lessee shall include with the breakdown of all rents, fees, and charges due Lessor for the preceding calendar year's business. Such statement shall contain, at a minimum, all annual activities and shall be subscribed and sworn to as correct by Lessee or certified by a licensed accountant.

7. RECORDS AND AUDIT.

A. In addition to the annual statement required under Paragraph 6G (above), Lessee shall provide and maintain true and accurate records of adjusted gross receipts under this Lease for a period of six (6) years from the date the record is made.

B. All records, accounts, books, delivery receipts and data on business activities maintained pursuant to Paragraph 7A (above) or elsewhere under this Lease shall be subject to inspection and audit by Lessor at Lessor's expense at all reasonable times; provided, however Lessor shall notify Lessee of any inspection or audit at least five (5) business days prior to any inspection or audit. However, if an audit reveals a discrepancy of more than five percent (5%) of the gross receipts reported and the gross receipts as determined by the audit for any 12 month period, and if Lessor requires an additional audit, the full cost of such additional audit shall be borne by the Lessee. Records shall be maintained for a period of not less than six (6) complete lease years.

C. The records and statements of business done by Lessee along with any other information obtained or inspected pursuant to this provision shall be considered proprietary information and shall not be subject to use or disclosure by Lessor for any purpose other than the ascertainment of rents, fees and charges under this Lease. Lessor may use the information and data provided by Lessee to compile gross receipts reports for airport activity reports provided the identity of Lessee is not disclosed.

8. INSURANCE.

A. Insurance Required. Lessee shall, at its sole cost and expense, procure and maintain at all times during the term of this Lease insurance coverage with limits not less than those set forth herein with insurers and under forms of policies satisfactory to Lessor, acceptance of which shall not unreasonably be withheld. A binder of all insurance policies required by this Lease shall be provided to the Airport Manager no later than the time of execution of this Lease, including certificates of insurance, as well as respective policy endorsements thereof. Said policies, if reasonably available, shall be procured from insurance carrier(s) authorized to do business in the State of New Mexico and rated A-, VII or better by A.M. Best. Certificates and insurance policies shall name Lessor, its directors, officers, employees, agents and trustees as additional insureds to all policies referenced in this Section, except the workers' compensation and employer's liability, and property insurance policies. Lessee's insurance policies shall be primary and without right of contribution from any other insurance as may be carried by Lessor, waive all rights of subrogation against the Lessor, inclusive of workers' compensation insurance, and provide not less than thirty (30) days written notice of cancellation or of any material change in coverage. However, Lessee shall be responsible for such notification to Lessor of cancellation or material change whether or not the insurer complies. Lessee shall promptly replace any policies terminated or cancelled and shall ensure no gaps in coverage. Lessor has and hereby reserves for all purposes of this Lease the right to revise the insurance requirements set forth

herein as to amounts, limitations and types of insurance, and Lessee hereby agrees to comply with such revised requirements upon reasonable notice from Lessor. Lessee is required to provide and maintain the following insurance and in the amounts indicated below:

1. Worker's Compensation and Employer's Liability. Lessee shall comply with all applicable provisions of the New Mexico Worker's Compensation Act; the Subsequent Injury Act; and the Occupational Disease Disablement Law. Such insurance, if required by the Acts and Law, shall include coverage permitted under N.M. Stat. Ann. 52-1-10 NMSA 1978, for safety devices. Lessee shall procure and maintain complete Employer's Liability Insurance in an amount of not less than $1,000,000 per accident for bodily injury or disease. If Lessee elects to be self-insured, Lessee shall comply with the applicable requirements of law. Lessee shall require any subcontractor or sublessee similarly to provide such coverage, or qualify as a self-insured, for all their employees. Lessor, its officers or employees shall not be responsible for any claims or actions occasioned by Lessee's failure to comply with the provisions of this subparagraph. It is expressly understood that employees of Lessee are not Lessor's employees for any purpose.

2. Aviation Commercial General Liability. If Lessee engages in commercial aviation activity, Lessee shall procure and maintain an aviation commercial general liability insurance policy for bodily injury, property damage and personal and advertising injury, including but not limited to, coverage for premises and operations, products and completed operations, and contractual liability in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

3. Hangar-Keeper Legal Liability Coverage. Lessee shall procure and maintain hangar-keeper's legal liability insurance with liability limits of not less than the aggregate value of all aircraft stored in the hangar. If Lessee engages in business in which Lessee is legally responsible for aircraft that Lessee does not otherwise insure, Lessee shall procure and maintain hangar-keeper's legal liability insurance with liability limits of not less than the aggregate value of all aircraft stored in the hangar.

4. Commercial Automobile Liability. Lessee shall procure and maintain commercial automobile liability coverage for all owned, leased or hired vehicles in an amount of not less than $1,000,000 per accident for bodily injury and property damage until such time as all Improvements have been completed.

5. Property Insurance. Lessee shall procure and maintain "All Risk" property coverage against loss or damage to Lessee's structures, improvements, trade fixtures, business personal property and equipment caused by fire and lightning, vandalism and malicious mischief, with extended coverage. Such extended coverage shall include loss or damage by explosion, windstorm, riot, aircraft, vehicle damage and such other hazards as are normally covered by such insurance. Coverage provided shall be at full replacement cost. Lessee shall be named as loss payee under the policy as its interest appears.

6. Builder's Risk Insurance (Course of Construction). During construction, Lessee shall procure and maintain builder's risk insurance utilizing an "All Risk" or Special Causes of Loss form covering damages to the work with limits equal to the completed value of the

project, with no coinsurance penalty provisions. The policy shall name Lessor as loss payee, as its interests may appear.

B. Additional Requirements. If any of the policies required to be maintained by Lessee under this Lease are written on a claims-made basis, the following shall apply:

1. The retroactive date must be shown, and must be before the date of this Lease Agreement.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of the Lease;

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Lease, Lessee must purchase an extended reporting period for a minimum of five (5) years after termination of the Lease.

9. INDEMNIFICATION.

To the fullest extent permitted by law, Lessee agrees to defend, indemnify and hold harmless Lessor, its directors, officers, employees and agents for any loss, liability, claims suits actions, regulatory proceedings, or expenses, including attorney's fees for injury to or death of any person, or any loss or destruction of any property arising out of or attributable to Lessee's or Lessee's agents, employees or sublessees negligent use or occupancy of the Premises, except any loss, liability, claims, suits, actions, regulatory proceedings or expenses caused by the negligence or willful misconduct of Lessor, its agents or employees. Lessee expressly waives any and all claims against Lessor for any compensation for any and all losses or damage sustained by reasons of any defect, deficiency or impairment of any electrical service system or electrical appliances or wires serving the Premises. The defense and indemnification obligations of Lessee under this Lease are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein. It is agreed that if any part of this indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification provision shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be binding upon Lessee. This indemnification agreement shall survive the termination of this Lease.

10. TERMINATION BY LESSOR.

Lessor may terminate this Lease by giving Lessee written notice of any alleged default under or breach of this Lease, provided that Lessee shall have thirty (30) days after receipt of such notice within which to cure such default or breach for any of the following:

A. Termination for Non-Payment. If Lessee shall default in any payment obligations contained herein, and the default shall continue for thirty 30 days after the effective date of written notice thereof to Lessee, given by Lessor in accordance with the provisions of this Lease, then Lessor shall have the option to declare the Initial Term or Renewal Term, as applicable, ended, without forfeiture, waiver or release of Lessor's rights to any sum of money due, and to recover and enjoy possession of the Premises, whether with or without process of law. In the event of termination for non-payment, Lessor may, at its option, attach a landlord's lien to any of the Improvements or other property of Lessee on the Premises, and notwithstanding any other

provision of this lease to the contrary, said Improvements or other property may not be removed from the Premises without Lessor's prior written approval.

B. Termination for Default other than Payment.

1. If Lessee shall default in the performance of any terms, covenants, agreements or conditions of this Lease other than in the performance of payment obligations, as set forth above, including, without limitation, Lessee's failure to complete the Improvements on schedule as provided for elsewhere in this Lease, as such schedule may be modified from time to time by the agreement of the Parties, and the default shall continue for thirty (30) days after the written notice thereof to the Lessee, given by Lessor in accordance with the provisions of this Lease, then Lessor shall have the option to declare the Term ended, without forfeiture, waiver or release of Lessor's rights to any sum of money due, and to recover and enjoy possession of the Premises, whether with or without process of law. However, if any default or breach may not reasonably and capably be cured within thirty (30) days after written notice thereof, and if Lessee promptly and diligently attempts to cure the default or breach, Lessor shall give Lessee reasonable additional time to cure the default or breach and Lessee shall pay Lessor for all costs incurred by Lessor as a result of Lessee's default and such payment shall be made promptly upon Lessee's receipt of written demand from Lessor.

2. No waiver of default by Lessor of any of the terms, covenants, agreements or conditions hereof to be performed, kept and observed by Lessee shall be construed to be a waiver of any subsequent default of any of the terms, covenants, agreements and conditions herein contained to be performed, kept and observed by Lessee. The acceptance of Annual Rent or other fees by Lessor for any period or periods after a default of any of the terms, covenants, agreements and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of Lessor to terminate this Lease for failure by Lessee to so perform, keep or observe any of the terms, covenants, agreements or conditions of this Lease.

C. Other Termination. Lessor may terminate this Lease only by giving the Lessee thirty (30) days written notice and opportunity to cure, with our without process of law, upon or after the happening of any one of the following events:

1. If Lessee fails to cure any default set forth in Paragraph 10 B (1) of this Lease within the periods set forth therein, Lessor may declare this Lease to be terminated and to re-enter the Premises or any part thereof, with or without the process of law, to expel, remove and put out Lessee or any other persons occupying the Premises. Lessee shall pay all costs, including reasonable attorney's fees and expenses and court costs that may arise in enforcing the covenants, conditions and terms of this Lease.

2. The filing by Lessee of a voluntary petition in bankruptcy, or the institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as bankrupt pursuant to such proceedings.

3. The taking of a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

4. The appointment of a receiver of Lessee's assets.

5. The termination or other termination of any insurance policy issued in compliance with this Lease shall automatically terminate this Lease, unless another policy has been filed and approved pursuant to this Lease.

6. If Lessee should breach any of the nondiscrimination covenants, Lessor shall have the right to terminate this Lease to reenter and repossess said Premises and hold the same as if said Lease had never been made or issued. Lessee shall be entitled to credit for the re-letting of the Premises at the fair market value for the remainder of the term.

11. TERMINATION BY LESSEE.

Lessee may terminate this Lease and terminate all or any of its obligations hereunder at any time that Lessee is not in default in the payment of any rents or fees to Lessor pursuant to this Lease by giving Lessor sixty (60) days advance written notice of its intentions to discontinue its business activities on the Premises.

12. RIGHTS OF LESSOR.

Lessor reserves the right to:

A. Operate the Airport in the best interest of the public and the right, without interference or hindrance, to maintain, improve, or further develop the landing area or public use facilities of the Airport as it sees fit, regardless of any protests of Lessee and to lease additional space to other concessions at the Airport regardless of any objection of Lessee. Lessor may relocate Lessee if the physical development of the Airport or the Airport Terminal requires relocation of Lessee, provided the Lessor gives sixty (60) days' written notice to Lessee and Lessor compensates Lessee for the Premises in one of the two following methods, at the Lessor's expense:

Method A. If Lessor determines it has vacant land available at the Airport which is generally comparable in location to that being taken for development, then Lessee shall relocate the Lessee-owned facilities to the new location in substantially similar form to that then existing. The Lessor shall reimburse Lessee within sixty (60) days for Lessee's actual expenses of relocation of its facilities, subject to Lessor's prior approval of the reasonableness of such expenses.

Method B. If Lessor determines that Lessee cannot be relocated as described in Method A above, then Lessor shall purchase from Lessee the Lessee-owned facilities, to which title shall then pass in fee simple to Lessor. The amount to be paid by Lessor to Lessee shall be the fair market value of the Improvements taken. Fair market value of the Improvements shall be determined by an appraiser selected by Lessee, and Lessor's consent to Lessee's selection of an appraiser shall not be unreasonably withheld. The cost of the appraisal of the fair market value of the Improvements shall be paid by Lessor, and the parties agree to be bound by the appraiser's determination of the fair market value of the Improvements.

B. Enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease and any federal, state, or city laws, ordinances, regulations, rules and codes now or hereinafter in effect.

13. RIGHTS OF LESSEE.

A. Lessee shall have the right, but shall not be required:

1. In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.

2. To the non-exclusive use, in common with others, of the Airport, appurtenances and improvements thereon, but this shall not restrict the right of Lessor to charge visitors a fee for the use of such areas.

3. To install, operate maintain, repair and store, subject to approval of Lessor in the interests of safety and the convenience of all concerned, all equipment necessary for the conduct of Lessee's business.

4. Of access to and from the Premises, limited to taxiways, streets, driveways and sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests and patrons.

B. Lessee and its sublessees are authorized, but not required, to provide the following services and to engage in the following activities:

1. Lease of aircraft hangars for the purpose of private or business aircraft storage together with all other normal, reasonable and related activities (except as may be excluded elsewhere in this Lease), provided that all such activities shall be consistent with the Airport Minimum Standards Ordinance as the same may be amended from time to time;

2. Private aircraft storage;

3. Conduct aircraft-for-hire or other aviation related business together with all other normal, reasonable and related activities except as may be excluded elsewhere in this Lease and to be consistent with the then applicable Airport Minimum Standards Ordinance as the same may be amended from time to time.

C. So long as Lessee conducts its business in a fair, reasonable and workmanlike manner, to peaceably have and enjoy the Premises, and all the rights and privileges herein granted.

14. MAINTENANCE OF IMPROVEMENTS.

Lessee shall maintain the Improvements, keep the Premises in good order, make such repairs as are customary, remove abandoned equipment from the Premises and shall not deposit the same on or any portion of the Airport except on such areas as shall be reasonably designated by Lessor. Lessee shall be responsible for providing all customary and necessary janitorial and custodial services on the Premises and shall be responsible for snow, rubbish and trash removal and weed control, together with any work necessary to assure that the Premises do not detract from the Airport.

15. TRANSFER OF INTEREST.

Except as otherwise provided herein, Lessee may not, without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed at any time during the term of this Lease, sell, lease, assign, transfer or permit be acquired, this Lease or any interest herein. Lessee may sublease any portion of the leasehold interest to parties who will provide aviation-related services permitted hereunder, and who accept the terms of this Lease pursuant to any sublease agreement. Lessee shall, however, be permitted to enter into a leasehold mortgage, collateral assignment or security interest in the form approved by Lessor, for construction and/or business operation financing purposes. However, the amount secured by such financing shall not exceed the value of the Improvements on the Premises and the value of any other leasehold improvements owned by Lessee pursuant to leases (other than this Lease) between Lessor and Lessee. Leasing and subleasing of hangar and tie down space on the Premises, to individual aircraft owners, shall be allowed without Lessor's consent.

16. OBSERVATION OF LAWS, RULES AND REGULATIONS.

Lessee and Lessor agree to observe and obey during the Term of this Lease, all laws, ordinances, minimum standards, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the Airport, including the federal government, the state and the City now or hereafter in effect.

17. UTILITIES, REFUSE AND SEWER.

Lessee is responsible for providing all installation and service cost for all utility needs at Lessee's sole expense. Lessee agrees that if in the future Lessor decides to provide sewer or refuse service, then Lessee will pay a reasonable and fair charge for such service(s). Until such time, Lessee shall be responsible for its own sewer service and garbage disposal.

18. ALTERATIONS AND IMPROVEMENTS.

A. Lessee shall not make or suffer or permit to be made any alterations, additions or improvement whatsoever in or about the Premises without first obtaining the written consent of the Airport Manager. If Lessor gives such consent, all alterations or improvements shall be done solely at the Lessee's expense and in accordance and in compliance with all applicable municipal, state and federal ordinances, laws, rules and regulations. Alterations or improvements shall be compatible with the general décor of the Airport Terminal or with such design standards as Lessor may adopt from time to time. Lessee has Lessor's consent to place temporary buildings on the Premises prior to, and during, construction.

B. Lessee shall allow no liens of mechanics, materialmen, laborers, architects, artisans, contractors or subcontractors to be created against or imposed upon the Premises. Lessee shall, upon request by Lessor, provide a labor and materialman's bond to cover all work and materials and labor arising out of such alterations, additions or improvements. No default shall occur if Lessee contests the amount or validity of any such lien, and actively litigates such claim to conclusion. Lessee may bond against such liens, as may be allowed by law, without constituting a default hereunder.

19. DESTRUCTION OF PREMISES.

If at any time during the Term of this Lease, the Premises shall be totally or partially destroyed by fire, earthquake, flood, or other calamity, then Lessee shall have the option to rebuild or repair the Improvements and Lessee shall rebuild and repair the Premises, providing such rebuilding or repairing shall be commenced within a period of thirty (30) days after receipt of notice in writing to Lessor by Lessee that such calamity has occurred. In such case a just and proportionate part of the rental payment per month shall be abated until such demised property shall have been rebuilt and repaired. In case, however, Lessor within thirty (30) days following receipt of notice in writing by Lessee of such damage or destruction elects not to consent to Lessee's election to rebuild or repair said property, Lessor shall so notify Lessee and thereupon this Lease shall terminate and become null and void. In such event, the Lessor shall compensate Lessee for the fair market value of the Improvements less any insurance proceeds collected by Lessee as a result of the event.

20. FAIR AND NONDISCRIMINATORY SERVICES.

Lessee, in the conduct of its authorized business activities shall furnish good, prompt and efficient service in compliance with all applicable laws, rules and regulations adequate to meet the demand for its services at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and agrees to furnish such services at fair, equal and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchases. Lessee agrees to operate the business in an ethical and professional manner and shall keep the Premises in a safe, clean, orderly and inviting condition at all times, satisfactory to the Lessor. Lessee shall not permit its employees or agent to solicit customers on public property.

21. TITLE VI CIVIL RIGHTS ASSURANCES.

A. Lessee, for itself, its personal representative, successors in interest, and assigns, as part of the consideration under this Lease, does hereby covenant and agree as a covenant running with the land that:

1. No person on the grounds of race, color, sex, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

3. Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, disability or sex be excluded from participating in any employment activities covered in 14 CFR part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the service or benefits of any program or activity covered by this subject. Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by CFR Part 152 Subpart E, to the same effect.

22. AIRCRAFT SERVICE BY OWNER OR OPERATOR OF AIRCRAFT

No right or privilege has been granted which would prevent Lessee or sublessees from performing any maintenance or repair on its own aircraft as long as such work or services are not contrary to any Federal State or Local law, rule, regulation, now or hereafter in effect.

23. ENVIRONMENTAL PROTECTION.

A. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, fueling, and oil change operations, will enter the Airport storm drainage or sanitary system.

B. Lessee shall, at all times, comply with all applicable laws, rules and regulations of the federal, state, and local governmental agencies. Lessee shall not permit any activity which directly or indirectly produces objectionable or unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash or refuse accumulation, vibration, prop-wash or jet blast, or which is hazardous or dangerous by reason or risk of explosion, fire or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protection regulations.

C. Hazardous substances are any substance, material, or waste (including any petroleum products, solvents, thinners, herbicides and soil sterilants and aircraft de-icing fluids) which is or becomes designated, classified or regulated as being "toxic," "hazardous," a "pollutant," or is in the future given a similar designation under any federal, state or local law, regulation or ordinance.

D. Lessee agrees to defend, indemnify and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or sublessee's activities on the Premises, subsequent to the execution of this Lease but before, during or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connection with any investigation of site conditions or any cleanup,

remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any parties or to any natural resources. Upon demand by Lessor, Lessee shall defend any investigation, action or proceeding alleging the presence of any hazardous substance as a result of Lessee's or its subtenant's occupancy of the leased property, in any such location which affects the property or which is brought the Lessor, whether alone or together with Lessee or any other person, all at Lessee's own cost and by counsel to be approved by Lessor in the exercise of its reasonable judgment Should Lessee fail to defend such action, then Lessor may elect to conduct its own defense at the expense of the Lessee. Lessee shall comply and cause all occupants of the property to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances. Lessee acknowledges that hazardous substances may permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects or believes, there may be any hazardous substance in or around the property or in the soil, groundwater, on or under the leased property, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance. Lessee shall have no obligation to defend, indemnify, or hold harmless Lessor from any claims, causes of action, or damages which arise on account of Lessor's own conduct, the conduct of third parties other than Lessee's subtenants, or which is attributable to pre-existing conditions or events over which Lessee exercises no control, even though the Premises may be impacted hereby.

24. NONEXCLUSIVE RIGHTS.

A. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises under the terms and conditions set forth herein, provided, however, that this Lease shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Lease the exclusive right to use the common areas and facilities of said Airport other than the Premises.

B. Lessor shall have the right to lease other portions of the Airport or Airport Terminal to other lessees, including other ground, air and transportation services. Lessor shall not in the future lease any other Airport premises to any other lessees providing the same or similar services and activities authorized in this Lease at rental rates or terms more favorable or less restrictive to the lessees than set forth in this Lease without Lessee's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Lessee understands and agrees that nothing in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

25. TAXES AND LICENSES.

A. Lessee shall promptly pay any and all taxes, personal property tax, leasehold tax, gross receipts tax, transaction privilege tax or other exaction assessed or assessable and pay all license fees and permit fees applicable to the Lessee's operation, and acquire and keep current, all licenses, municipal, state or federal, as the result of Lessee's operations at the Airport pursuant to this Lease, and shall not allow any of said taxes, excises or licenses to become delinquent.

B. Lessee shall not permit any mechanics' or materialman's or any other lien to be placed or foreclosed upon the Premises or improvements thereto. Lessee shall have the ability to contest

payment demand by a contractor. Should the Lessee withhold payments to a contractor, the Lessee shall be required, at Lessor's option, to deposit with Lessor or a court of competent jurisdiction, an amount equal to the amount in dispute.

26. SUBORDINATE PROVISIONS.

This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of New Mexico relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport.

27. OBSTRUCTIONS.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Airport Manager and the Federal Aviation Administration, Airports District Office, 2601 Meacham Blvd., Ft. Worth, TX, 76137 one executed set (four copies) of FAA form 7460-1 "Notice of Proposed Construction or Alterations", as required by Federal Aviation Regulation Part 77. This notice must be submitted at least thirty (30) days prior to the date of the proposed construction/alteration or the date that an application for a construction permit is filed, whichever is earlier.

Should a Federal Aviation Administration Obstruction Evaluation determine that obstruction lights are needed or required on new construction, or should Federal Aviation Administration rules and regulations change to require obstruction lights on existing structures which previously did not require obstruction lights, Lessee agrees to install, maintain and operate such obstruction lights on the top of buildings or structures to be placed on the Premises. If Lessee fails to install, maintain and operate such obstruction lights then the Lessor shall have the right to install, maintain and operate the same at Lessee's expense.

28. SIGNS.

Lessee shall not erect or mount any signs on the Premises without approval of Airport Manager.

29. AMENDMENT IN WRITING.

No amendment between Lessor and Lessee relative to the leasehold interest herein shall be valid and enforceable unless in writing and executed by both Lessor and Lessee.

30. CHOICE OF LAW.

In the event of contest or legal dispute regarding this Lease, this Lease shall be construed according to the laws of the State of New Mexico and applicable City Ordinances.

31. APPROVALS, CONSENTS AND NOTICES.

Notices required to be given to Lessor shall be hand-delivered, sent via email, overnight courier service, or by certified mail, postage prepaid, addressed to:

Airport Manager
Santa Fe Regional Airport
P.O. Box 909
Santa Fe, New Mexico 87504-0909
505.955.2901
naschiavo@santafenm.gov

With a copy to:

City Manager
P.O. Box 909
Santa Fe, New Mexico 87504-0909
505.955.6848
bksnyder@santafenm.gov

City Attorney
P.O. Box 909
Santa Fe, New Mexico 87504-0909
505.955.6961
kabrennan@santafenm.gov

Any approvals, consents and/or notices to be given to Lessee shall be hand-delivered, sent via overnight courier service or sent by certified mail to:

John Elling
Gate 13 LLC
590 Monte Alto
Santa Fe NM 87501

Or to such other addresses as may be provided from time to time by each of the Parties to the other in accordance with the notice requirements of this Paragraph 31.

32. PARAGRAPH HEADINGS.

The paragraph and subparagraph headings contained in this Lease are inserted for reference and convenience and are not intended to define or limit the scope of any provision of this Lease.

33. INVALID PROVISIONS.

In the event any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provisions contained in this Lease shall not affect the enforceability of the balance of this Lease; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

ATTEST:

Yolanda Y. Vigil, City Clerk
CC mtg. 2/28/18

Javier M. Gonzales, Mayor

APPROVED AS TO FORM:

Kelley Brennan, City Attorney

APPROVED:

3.12.18
Adam Johnson, Finance Director

John Elling, Gate 13 LLC

STATE OF NEW MEXICO)
)
COUNTY OF SANTA FE)

This instrument was acknowledged before me on March 2, 2018, by John Elling, the Owner of Gate 13 LLC, a New Mexico LLC.

Notary Public
My Commission Expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4/23/18

Exhibit A

DESCRIPTION LEASE PARCEL LOT 9B

ALL THAT PORTION OF

LEASE PARCEL L9B OF THE SANTA FE MUNICIPAL AIRPORT PROPERTY,
WITHIN SECTION 15, TOWNSHIP 16 NORTH,
RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

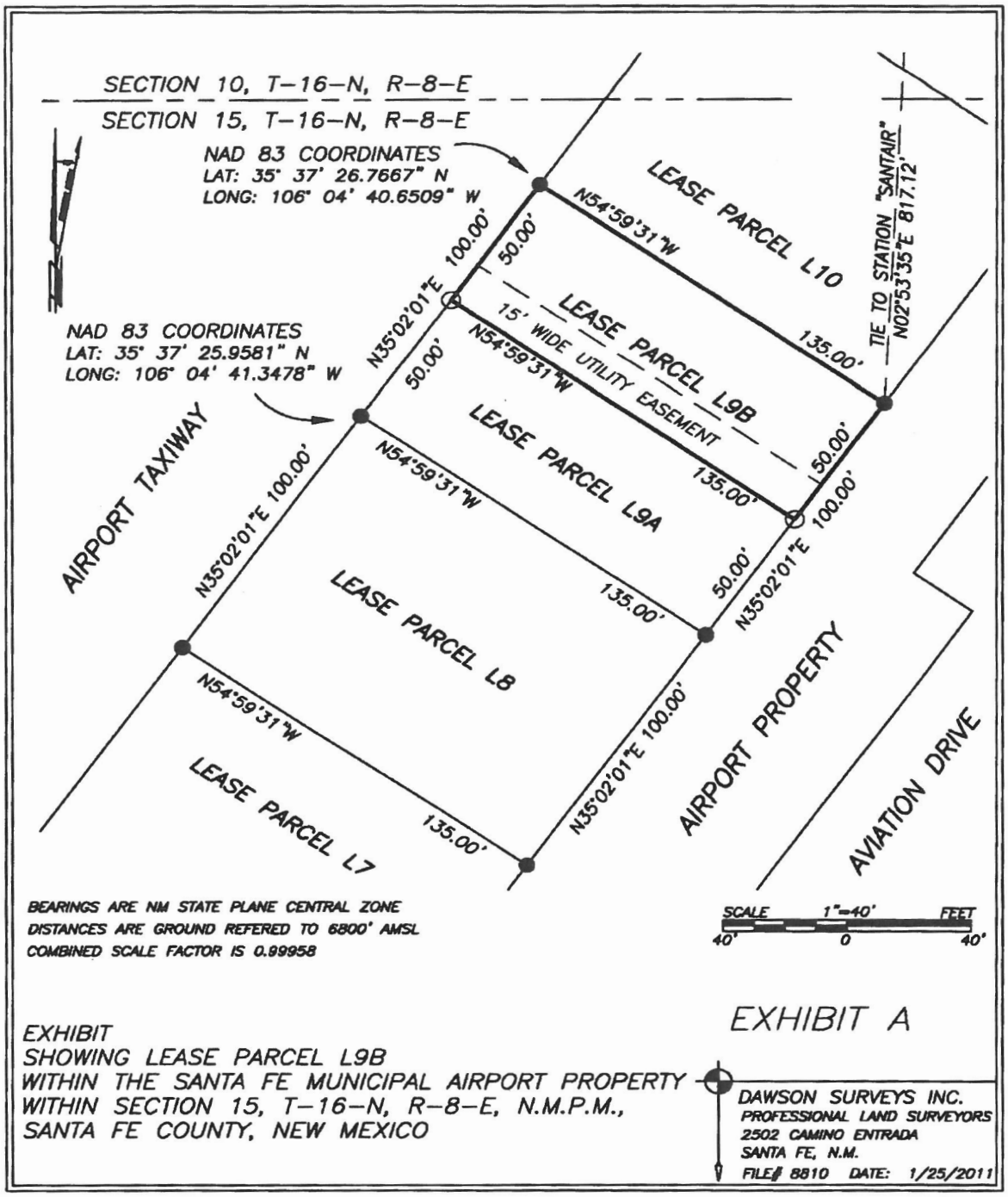
BEGINNING AT A POINT BEING THE MOST NORTHERLY CORNER OF SAID
LEASE PARCEL L9B, HAVING NAD83 COORDINATES OF
LATITUDE 35° 37' 26.7667" NORTH AND
LONGITUDE 106° 04' 40.6509" WEST,

THENCE S54°59'31"E, 135.00 FEET;
THENCE S35°02'01"W, 50.00 FEET;
THENCE N54°59'31"W, 135.00 FEET;
THENCE N35°02'01"E, 50.00 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING
0.155 ACRES, MORE OR LESS,

SUBJECT TO A 15 FOOT WIDE UTILITY EASEMENT ALONG THE SOUTH WEST
BOUNDARY OF THIS PORTION OF SAID LEASE PARCEL L9B,

ALL AS SHOWN ON EXHIBIT A ATTACHED HERETO.


SECTION 10, T-16-N, R-8-E
SECTION 15, T-16-N, R-8-E
NAD 83 COORDINATES
LAT: 35° 37' 26.7667" N
LONG: 106° 04' 40.6509" W
NAD 83 COORDINATES
LAT: 35° 37' 25.9581" N
LONG: 106° 04' 41.3478" W
LEASE PARCEL L10
LEASE PARCEL L9B
LEASE PARCEL L9A
LEASE PARCEL L8
LEASE PARCEL L7
15' WIDE UTILITY EASEMENT
N54°59'31"W
135.00'
50.00'
100.00'
N35°02'01"E
TIE TO STATION "SANTAIR"
N02°53'35"E 817.12'
AIRPORT TAXIWAY
AIRPORT PROPERTY
AVIATION DRIVE
BEARINGS ARE NM STATE PLANE CENTRAL ZONE
DISTANCES ARE GROUND REFERED TO 6800' AMSL
COMBINED SCALE FACTOR IS 0.99958
SCALE 1"=40' FEET
40' 0 40'
EXHIBIT A
EXHIBIT
SHOWING LEASE PARCEL L9B
WITHIN THE SANTA FE MUNICIPAL AIRPORT PROPERTY
WITHIN SECTION 15, T-16-N, R-8-E, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, N.M.
FILE# 8810 DATE: 1/25/2011

DESCRIPTION LEASE PARCEL L10

ALL THAT PORTION OF

THE SANTA FE MUNICIPAL AIRPORT PROPERTY BEING LEASE PARCEL L10, WITHIN SECTIONS 10 & 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH CAP L.S. 7014, BEING THE NORTHEAST CORNER OF SAID LEASE PARCEL, HAVING NAD 83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID N:1682490.283 GRID E:1691711.825, LAT.:35°37'26.808"N LONG.:106°04'38.617"W WHICH LIES S01°15'41"E 734.37 FEET FROM NGS CONTROL STATION SANTAIR,

THENCE S35°02'01"W, 100.00 FEET;
THENCE N54°59'31"W, 135.00 FEET;
THENCE N35°02'01"E, 100.00 FEET;
THENCE S54°59'31"E, 135.00 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.3099 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT B ATTACHED HERETO.

Diego J. Sisneros 2/1/2013

DIEGO J. SISNEROS N.M.P.L.S. #13986

DIEGO J. SISNEROS NEW MEXICO 13986 REGISTERED PROFESSIONAL SURVEYOR

EXHIBIT A

DESCRIPTION OF LEASE PARCEL L11

ALL THAT PORTION OF OF THE SANTA FE MUNICIPAL AIRPORT PROPERTY WITHIN SECTIONS 10 & 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

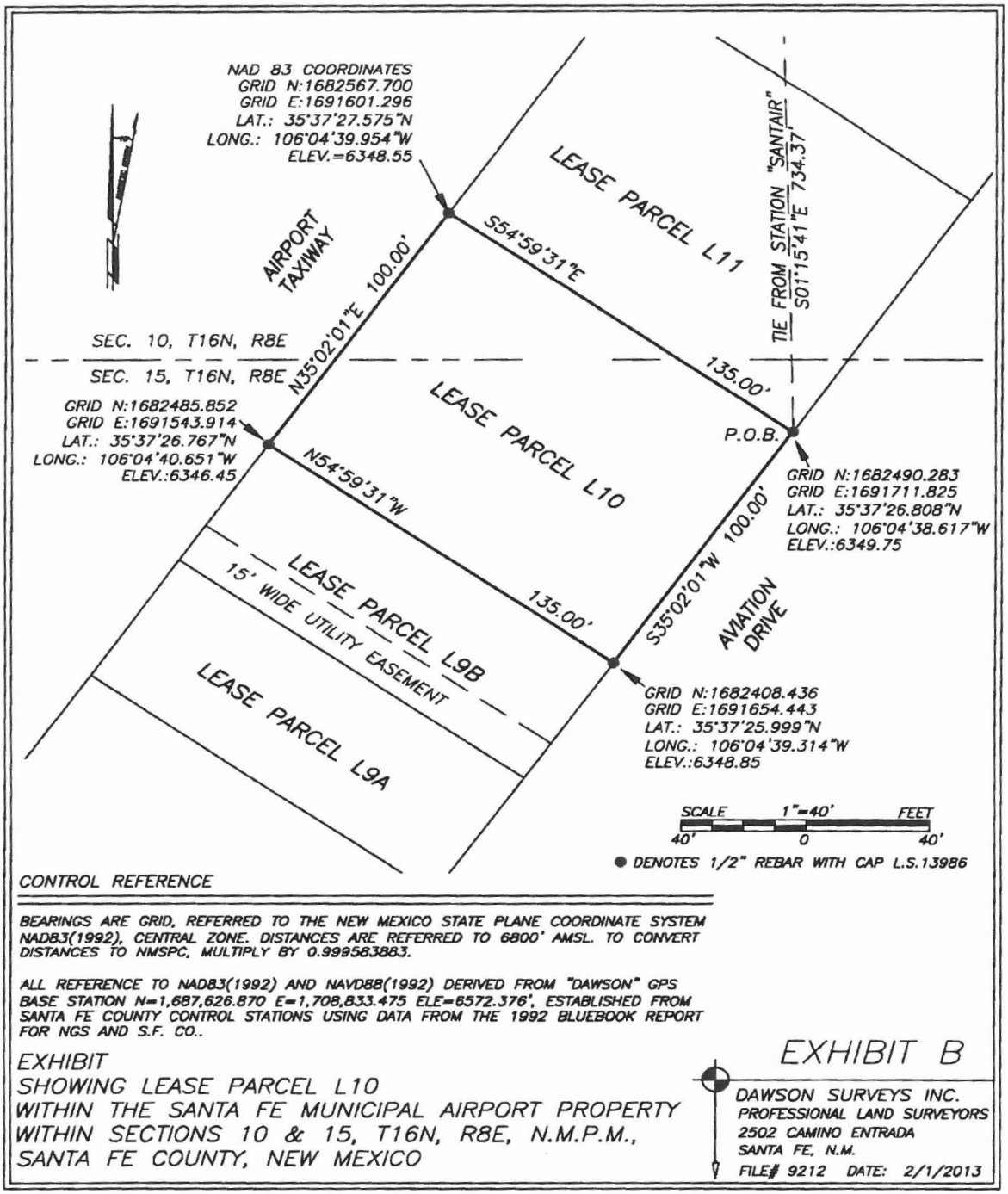
WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTH CORNER OF SAID PARCEL, WHICH LIES S03°40'59"W 576.05 FEET FROM NGS CONTROL STATION "SANTAIR" HAVING NAD83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID N:1683224.17 GRID E:1691695.66, LAT.:35°37'34.066"N LON.:106°04'38.797"W,
THENCE S54°59'31"E A DISTANCE OF 135.00 FEET;
THENCE S35°02'01"W A DISTANCE OF 100.00 FEET;
THENCE N54°59'31"W A DISTANCE OF 135.00 FEET;
THENCE N35°02'01"E A DISTANCE OF 100.00 FEET;
TO THE POINT OF BEGINNING, MORE OR LESS, HAVING AN AREA OF 0.310 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS DESCRIPTION.

DIEGO J. SISNEROS N.M.P.L.S. #13986 1/26/2018

EXHIBIT A

Exhibit B



CONTROL REFERENCE

BEARINGS ARE GRID, REFERRED TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM NAD83(1992), CENTRAL ZONE. DISTANCES ARE REFERRED TO 6800' AMSL. TO CONVERT DISTANCES TO NMSPC, MULTIPLY BY 0.999583883.

ALL REFERENCE TO NAD83(1992) AND NAVD88(1992) DERIVED FROM "DAWSON" GPS BASE STATION N=1,687,626.870 E=1,708,833.475 ELE=6572.376', ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND S.F. CO..

EXHIBIT
SHOWING LEASE PARCEL L10
WITHIN THE SANTA FE MUNICIPAL AIRPORT PROPERTY
WITHIN SECTIONS 10 & 15, T16N, R8E, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO

EXHIBIT B

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, N.M.
FILE# 9212 DATE: 2/1/2013

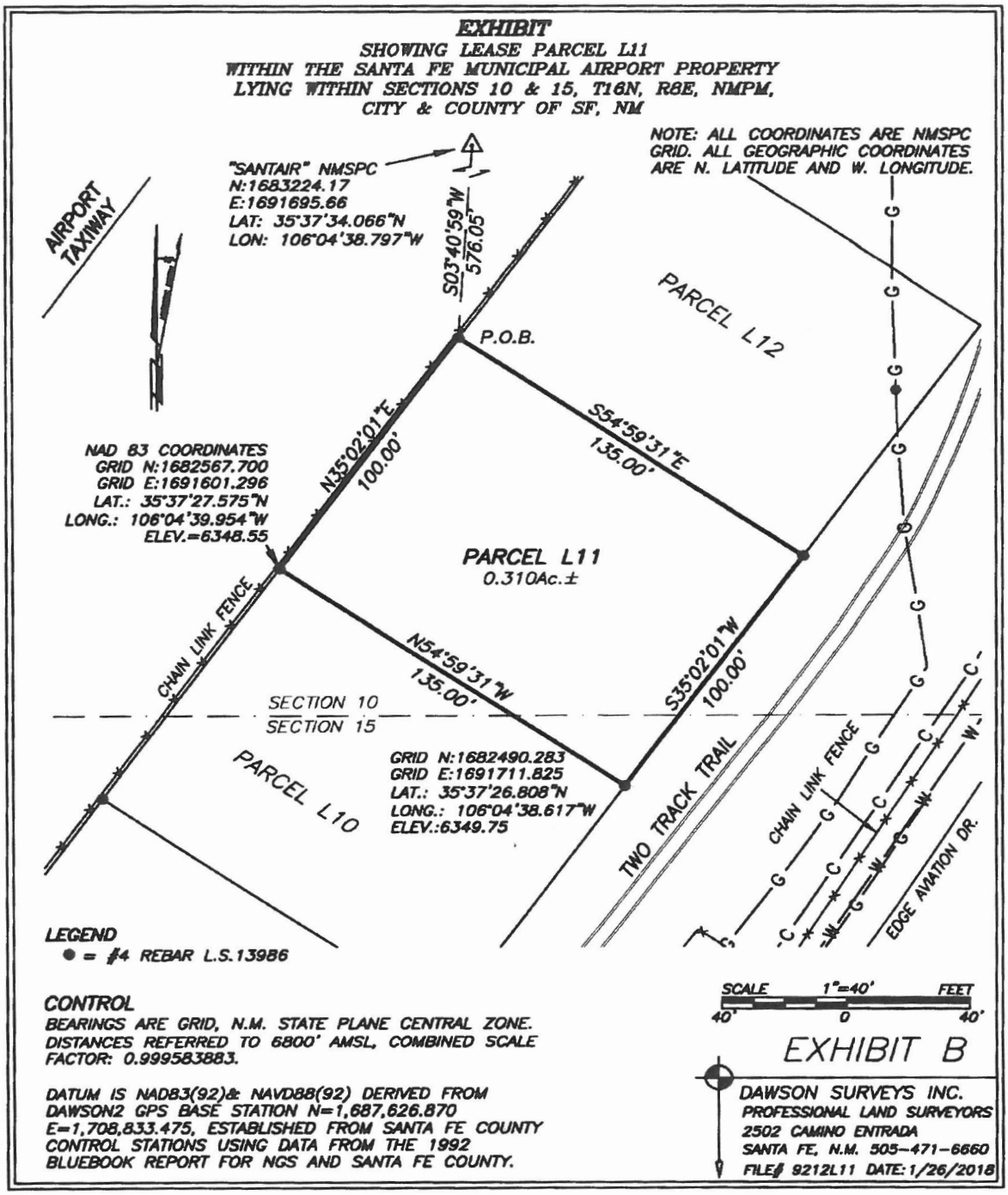


EXHIBIT
SHOWING LEASE PARCEL L11
WITHIN THE SANTA FE MUNICIPAL AIRPORT PROPERTY
LYING WITHIN SECTIONS 10 & 15, T16N, R8E, NMPM,
CITY & COUNTY OF SF, NM
NOTE: ALL COORDINATES ARE NMSPC GRID. ALL GEOGRAPHIC COORDINATES ARE N. LATITUDE AND W. LONGITUDE.
"SANTAIR" NMSPC
N:1683224.17
E:1691695.66
LAT: 35°37'34.066"N
LON: 106°04'38.797"W
AIRPORT TAXIWAY
S03°40'59"W
576.05'
P.O.B.
PARCEL L12
S54°59'31"E
135.00'
N35°02'01"E
100.00'
NAD 83 COORDINATES
GRID N:1682567.700
GRID E:1691601.296
LAT.: 35°37'27.575"N
LONG.: 106°04'39.954"W
ELEV.=6348.55
PARCEL L11
0.310Ac.±
CHAIN LINK FENCE
N54°59'31"W
135.00'
S35°02'01"W
100.00'
SECTION 10
SECTION 15
PARCEL L10
GRID N:1682490.283
GRID E:1691711.825
LAT.: 35°37'26.808"N
LONG.: 106°04'38.617"W
ELEV.:6349.75
TWO TRACK TRAIL
CHAIN LINK FENCE
EDGE AVIATION DR.
LEGEND
● = #4 REBAR L.S.13986
CONTROL
BEARINGS ARE GRID, N.M. STATE PLANE CENTRAL ZONE. DISTANCES REFERRED TO 6800' AMSL, COMBINED SCALE FACTOR: 0.999583883.
DATUM IS NAD83(92)& NAVD88(92) DERIVED FROM DAWSON2 GPS BASE STATION N=1,687,626.870 E=1,708,833.475, ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND SANTA FE COUNTY.
SCALE 1"=40' FEET
40' 0 40'
EXHIBIT B
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, N.M. 505-471-6660
FILE# 9212L11 DATE: 1/26/2018

Exhibit C

Exhibit D

PAYMENT SCHEDULE			
YEAR	PAYMENT	YEAR	PAYMENT
2018	$5,006.40	2033	$6,737.96
2019	$5,106.53	2034	$6,872.71
2020	$5,208.66	2035	$7,010.17
2021	$5,312.83	2036	$7,150.37
2022	$5,419.09	2037	$7,293.38
2023	$5,527.47	2038	$7,439.25
2024	$5,638.02	2039	$7,588.03
2025	$5,750.78	2040	$7,739.79
2026	$5,865.80	2041	$7,894.59
2027	$5,983.11	2042	$8,052.48
2028	$6,102.77	2043	$8,213.53
2029	$6,224.83	2044	$8,377.80
2030	$6,349.33	2045	$8,545.36
2031	$6,476.31	2046	$8,716.26
2032	$6,605.84	2047	$8,890.59

ITEM # _____

WHEN RECORDED RETURN TO: Airport Manager, Santa Fe Municipal Airport, PO Box 909, Santa Fe NM 87504-0909

ASSIGNMENT OF INTEREST IN LEASE

Parcels L9B, L10, and L11 on the City of Santa Fe Regional Airport

THE ASSIGNMENT OF INTEREST IN SANTA FE REGIONAL AIRPORT LEASE AGREEMENT (the **"Assignment"**) is entered into this ___day of___, 2021, by and between:

i. **Gate 13, LLC,** a New Mexico Limited Liability Corporation, having a legal mailing address of c/o John Elling 590 Monte Alto, Santa Fe, NM 87501 ("**Assignor**"), which is the Lessee of Lease Parcels L9B, L10, and L11 on the City of Santa Fe Regional Airport;

ii. **Gate 13 Hangar Condominium Association**, having a legal mailing address of c/o John Elling, 590 Monte Alto, Santa Fe, NM 87501 ("**Assignee**");

iii. **The City of Santa Fe**, New Mexico, having a legal mailing address of Airport Manager, Santa Fe Regional Airport, PO Box 909, Santa Fe NM 87504-0909 (**"Lessor"**), which has executed this assignment solely for the purpose of acknowledging its consent to the assignment.

RECITALS

A. Lessor leased Parcels L9B, L10, and L11 to Assignor on February 28, 2018, recorded as item # 18-0188 ("Lease Agreement"). The Lease Agreement encumbers the real property described in **Exhibit A**, attached hereto and incorporated herein (the "Property")

B. Paragraph 15 of the Lease Agreement permits assignment of Lessee's interest with prior written consent of Lessor.

C. Assignee has executed this Assignment as Assignee of the interest of Assignor and, by this Assignment, accepts the assignment of the interests of Assignor in the Lease Agreement.

AGREEMENT

Now, therefore, in consideration of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby quitclaims and assigns without warranties all of its rights and obligations as Lessee to Assignee, as permitted by the Lease Agreement.

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Lessee.

3. Representations by Lessor. Lessor has provided information, assurances, and representations to Assignee that there are no outstanding violations of the Lease Agreement as of the date of this Assignment and Assignee has inspected the Property and is satisfied that the Assignor is in compliance with the terms of the Lease Agreement.

4. Release of Original Lessee. Assignor is hereby released from any and all obligations and liability as Lessee under the terms of the Lease Agreement. Assignee is hereby released from any and all obligations and liability as Lessee under the terms of the Lease Agreement for events arising prior to the date of this Assignment.

5. Lessor Consent. By its signature below, Lessor hereby consents to this Assignment, agrees to its terms, and waves any notice requirements, if any, in the Lease Agreement

ASSIGNOR

Gate 13, LLC

By: _____
Name: John W Elling
Title: Sole Member

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

The foregoing document was acknowledged before me this ___ day of July 2021 by John Elling as Sole Member of Gate 13, LLC, a New Mexico Limited Liability Corporation

Witness, my hand and official seal.

_____
Notary Public

My Commission Expires: _____

ASSIGNEE

Gate 13 Hangar Condominium Association, Inc.

By: _____

Name: John W Elling
Title: Board Member

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

The foregoing document was acknowledged before me this ___ day of July 2021 by John Elling as Board Member Gate 13 Hangar Condominium Association, a New Mexico Nonprofit Corporation.

Witness, my hand and official seal.

_____
Notary Public

My Commission Expires: _____

CONSENT AND APPROVAL OF ASSIGNMENT BY LESSOR

Lessor hereby consents to the assignment of the lease Agreement.

LESSOR:

_____
MAYOR

DATE: _____

ATTEST:

_____
CITY CLERK

APPROVE AS TO FORM

_____
SENIOR ASSISTANT CITY ATTORNEY

Exhibit A

Legal Description

DESCRIPTION LEASE PARCEL LOT 9B

ALL THAT PORTION OF

LEASE PARCEL L9B OF THE SANTA FE MUNICIPAL AIRPORT PROPERTY, WITHIN SECTION 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE MOST NORTHERLY CORNER OF SAID LEASE PARCEL L9B, HAVING NAD83 COORDINATES OF LATITUDE 35° 37' 26.7667" NORTH AND LONGITUDE 106° 04' 40.6509" WEST,

THENCE S54°59'31"E, 135.00 FEET;
THENCE S35°02'01"W, 50.00 FEET;
THENCE N54°59'31"W, 135.00 FEET;
THENCE N35°02'01"E, 50.00 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.155 ACRES, MORE OR LESS,

SUBJECT TO A 15 FOOT WIDE UTILITY EASEMENT ALONG THE SOUTH WEST BOUNDARY OF THIS PORTION OF SAID LEASE PARCEL L9B,

ALL AS SHOWN ON EXHIBIT A ATTACHED HERETO.

DESCRIPTION LEASE PARCEL L10

ALL THAT PORTION OF

THE SANTA FE MUNICIPAL AIRPORT PROPERTY BEING LEASE PARCEL L10, WITHIN SECTIONS 10 & 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH CAP L.S. 7014, BEING THE NORTHEAST CORNER OF SAID LEASE PARCEL, HAVING NAD 83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID N:1682490.283 GRID E:1691711.825, LAT.:35°37'26.808"N LONG.:106°04'38.617"W WHICH LIES S01°15'41"E 734.37 FEET FROM NGS CONTROL STATION SANTAIR,

THENCE S35°02'01"W, 100.00 FEET;
THENCE N54°59'31"W, 135.00 FEET;
THENCE N35°02'01"E, 100.00 FEET;
THENCE S54°59'31"E, 135.00 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.3099 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT B ATTACHED HERETO.

DESCRIPTION OF LEASE PARCEL L11

ALL THAT PORTION OF OF THE SANTA FE MUNICIPAL AIRPORT PROPERTY WITHIN SECTIONS 10 & 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTH CORNER OF SAID PARCEL, WHICH LIES S03°40'59"W 576.05 FEET FROM NGS CONTROL STATION "SANTAIR" HAVING NAD83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID N:1683224.17 GRID E:1691695.66, LAT.:35°37'34.066"N LON.:106°04'38.797"W,
THENCE S54°59'31"E A DISTANCE OF 135.00 FEET;
THENCE S35°02'01"W A DISTANCE OF 100.00 FEET;
THENCE N54°59'31"W A DISTANCE OF 135.00 FEET;
THENCE N35°02'01"E A DISTANCE OF 100.00 FEET;
TO THE POINT OF BEGINNING, MORE OR LESS, HAVING AN AREA OF 0.310 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS DESCRIPTION.